

Proceedings
of the
County Board
of
McLean County,
Illinois

May 15, 2007

*Subject to approval at
June 19, 2007
County Board Meeting*



Table of Contents

	Page(s)
Meeting Minutes Begin (May 15, 2007)	1
Consent Agenda	2-58
Building and Zoning.....	6-12
Executive Committee	13-15
Property Committee.....	16-45
Justice Committee.....	46-49
Reappointments	50-53
Appointments.....	54-58
Executive Committee	61-82
Appointment – Walter D. Clark to County Board District 5	59-60
Resolution – Appointments to the Standing Committees, Sub Committees and Liquor Commission ...	61-63
Resolution – Village of Downs and Downtown Redevelopment Project Area TIFs.....	64-65
Ordinance – Amending City of Bloomington, Town of Normal, and McLean County Enterprise Zone.	66-79
Intergovernmental Agreement – Saybrook – Facilities and Computer Networking – Sheriff’s Dept ...	80-82
Transportation Committee	83-89
Request – Nicor Gas Company Utility Relocation – Revision 1, Village of Danvers.....	83-89
Property Committee	89
Justice Committee	90-125
Emergency Appropriation – Grant – Crime Detection Network – Coroner’s Office	90-91
Sub-Grant Agreement – Prairie State Legal Services Inc. and Eleventh Judicial Circuit Court	92-114
Intergovernmental Grant Agreement – IEMA Nuclear Safety Grant – EMA	115-125
Land Use and Development Committee	126-128
Grant Funding Awards – McLean County Solid Waste Management Fund	126-128
Finance Committee	129-180
Requests – Grant Application and Purchase of Services Agreement – Show Bus	129-169
Resolution – Establishing Budget Policy for Fiscal Year 2008.....	170-180
Report of the County Administrator	180
Approval of Bills	181
Adjournment	182

May 15, 2007

The McLean County Board met on Tuesday, May 15, 2007 at 9:00 a.m. in Room 400 of Government Center, 115 East Washington Street, Bloomington, Illinois with Chairman Michael Sweeney presiding.

Invocation was given by Member Caisley and was followed by the Pledge of Allegiance.

The following Members answered to roll call:

Members Don Cavallini, Rick Dean, George Gordon, Ann Harding, Stan Hoselton, Duane Moss, Robert Nuckolls, Benjamin Owens, Bette Rackauskas, Tari Renner, Paul Segobiano, David Selzer, Matt Sorensen, Terry Baggett, Diane Bostic, John Butler, William Caisley, and Michael Sweeney.

The following Member was absent:

Cathy Ahart

Consent Agenda:

Chairman Sweeney asked if there were any items to be removed from the Consent Agenda. No requests were made at this time. Member Caisley requested that Item 6B1 be removed.

Consent Agenda as amended:

- A. Approval of the Proceedings of the County Board, April 17, 2007

- C. Building and Zoning – Phil Dick, Director
 - 1) Zoning Cases:
 - a) Request Approval of the Application in Case SU-07-04 for a Special Use to Allow an Agricultural Processing Facility – Grain Handling – in the Agricultural District on Property Which is part of Township 26N, Range 3E of the 3rd PM; and is located in Gridley Township Immediately northeast of the intersection of U.S. Highway 24 and 2280 East Road
 - b) Request Approval of the Application of High Trail Wind Farm, LLC, in case SU-07-05 To Amend Special Use SU-06-06 to expand an Operation and Maintenance Facility and Visitors Center/Viewing Area for a Wind Farm in The Agriculture District; on Property which is Located in Dawson Township at 13682 N. 2900 East Road, Ellsworth, IL

 - 2) Subdivision Cases:
 - a) Request Approval of Application in Case S-07-06 for a Preliminary Plan for the Kings Mill Acres Subdivision which is located in Dry Grove Township immediately Southwest of the Intersection of 975 East Road and the Old Peoria Road

- D. Transfer Ordinances

- E. Other Resolutions, Contracts, Leases, Agreements, Motions
 - 1) Executive Committee
 - a) Request Approval of a Resolution Rescinding the Appointment of Everett H. Laesch as a Member of the Carlock Fire Protection District

 - 2) Property Committee
 - a) Request Approval to Recommend Bid from McLean County Asphalt to Resurface the Ambulance Drive at the McLean County Nursing Home – Nursing Home
 - b) Request Approval of Fairview Campus Sign Landscape Project by Boy Scout, Anthony McCauley – Facilities Management
 - c) Request Approval of a Lease Agreement between The County of McLean and McLean County State’s Attorney for the Child Support Enforcement Division – Facilities Management

- d) Request Approval of Lease Agreement for ATM Machine at the Government Center – Facilities Management
 - 3) Justice Committee
 - a) Request Approval of Agreement with Evercom Systems, Inc. to Provide, for Purchase, Phone Cards to McLean County Adult Detention Facility Inmates – Sheriff’s Department
- F. Chairman’s Appointments with the Advice and Consent of the County Board:

1) REAPPOINTMENTS:

CHENOA FIRE PROTECTION DISTRICT

Mr. Joel Vercler
 29897 N. 2950 E. Road
 Chenoa, IL 61726
 (Three-year term to expire on April 30, 2010)

EMERGENCY TELEPHONE SYSTEM BOARD

Mr. Dennis Powell
 12795 E. 350 North Rd.
 Heyworth, IL 61745
 (Four-year term to expire on January 15, 2011)

GRIDLEY FIRE PROTECTION DISTRICT

Mr. David Roth
 10940 North 300 East Road
 Gridley, IL 61744
 (Three-year term to expire on April 30, 2010)

MT. HOPE-FUNKS GROVE FIRE PROTECTION DISTRICT

Mr. Bradley D. Wade
 6355 E. 535 North Wade
 McLean, IL 61754
 (Three-year term to expire on April 30, 2010)

2) APPOINTMENTS:

BLOOMINGTON TOWNSHIP PUBLIC WATER DISTRICT

Mr. Dan O’Neal
 14430 Twin Grove Rd.
 Bloomington, IL 61704
 (Five-year term to expire on April 30, 2012)

CLEARVIEW SANITARY DISTRICT

Mr. Stephen L. Rousey
3022 Joseph Street
Bloomington, IL 61704
(To complete a Three-year term to expire on May 4, 2009)

McLEAN COUNTY BOARD OF REVIEW

Mr. Steve Whelan
16 Independence Square
Bloomington, IL 61704
(Two-year term to expire on June 1, 2009)

ZONING BOARD OF APPEALS

Mr. Marc G. Judd
9008 E. 2100 North Rd.
Carlock, IL 61725
(To complete a term to expire on June 27, 2009)

ZONING BOARD OF APPEALS (Alternate)

Mr. David Kinsella
Box 153
Merna, IL 61758
(Five-year Term to expire on January 1, 2012)

3) RESIGNATIONS

BLOOMINGTON TOWNSHIP PUBLIC WATER DISTRICT

Mr. Jeff Paxton
13795 Antler Ct.
Bloomington, IL 61704

CLEARVIEW SANITARY DISTRICT

Mr. Donald W. Nelson
40 Joseph Street
Bloomington, IL 61704-8929

CLEARVIEW SANITARY DISTRICT

Mr. Gerald Pickett
3021 Robert Street
Bloomington, IL 61704

CLEARVIEW SANITARY DISTRICT

Ms. Louise Reeves
3002 Joseph Street
Bloomington, IL 61704

McLEAN COUNTY BOARD OF REVIEW

Mr. Winford L. McElroy
23 Lake Ridge Court
Bloomington, IL 61701

ZONING BOARD OF APPEALS

Mr. David Kinsella
Box 153
Merna, IL 61758

ZONING BOARD OF APPEALS

Mr. Dale L. Williamson
501 West Randolph Street
Heyworth, IL 61745

FINDINGS OF FACT AND RECOMMENDATION
OF THE McLEAN COUNTY ZONING BOARD OF APPEALS

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Bruce Klein, in case SU-07-04, parcel 02-01-300-011. He is requesting a special use to allow an agricultural processing facility – grain handling – in the Agriculture District on property which is part of the SW ¼ of Section 1, Township 26N, Range 3E of the 3rd PM; and is located in Gridley Township immediately northeast of the intersection of U.S. Highway 24 and 2280 East Road.

After due notice, as required by law, the Zoning Board of Appeals held a public hearing in this case on May 1, 2007 in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT – The proposed grain handling facility will be located on 1.5 acres of a 23 acre property. The property has approximately 840 feet of frontage on the east side of 2280 East Road, an oil and chip road 17 feet in width, and 1,322 feet of frontage on the north side of U.S. Highway 24, an asphalt road 25 feet in width. The property is relatively flat and drains from the center of the property to the south east and west.

SURROUNDING ZONING AND LAND USES - The property to the north, south and west is in the Agriculture District. The land to the east is in the M-1 Restricted Manufacturing District. The surrounding property on all sides is in crop production.

LAND EVALUATION AND SITE ASSESSMENT (LESA) - A LESA analysis was completed for the site. The soils score was 105 out of 125 points. The site assessment score was 119 out of 175 points. The total LESA score was 224 points out of 300. A score of below 225 points means the property is of low value for agricultural land protection.

ANALYSIS OF STANDARDS - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards contained in the McLean County Zoning Ordinance regarding the recommendation by the Zoning Board of Appeals as to whether the County Board should grant or deny the proposed special use.

STANDARDS FOR RECOMMENDING:

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The applicant proposes to build a grain handling facility in the Agriculture District on 23 acres. Of the 23 acres, 1.5 acres will be taken out of crop production for the proposed grain storage facility. The applicant farms approximately 260 acres in the vicinity of the proposed site. The applicant needs a place to store and dry his grain that will be the most efficient and economically viable location for his farming operation. The applicant proposes to build four grain bins in the first phase and proposes to build four more bins within five years. Farming activities such as the storing and drying of grain are compatible with other agriculture uses. The proposed facility will not likely negatively impact other properties in the area.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. Nearby property that is currently

in crop production will continue to be desirable for such use. Nearby residences will continue to be desirable for such use.

3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. Nearby land that is suitable for crop production will continue to be suitable for such use.
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The property has 840 feet of frontage on the east side of 2280 East Road and 1322 feet on the north side of U.S. Highway 24. Access to U.S Route 24, a class 3 highway, is a primary reason for locating this grain storage facility at this location.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe sight distance can be provided for at the proposed entrance. The applicant has obtained approval for access to 2280 East Road from the Gridley Township Road Commissioner.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance, provided development shall follow the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations.

Therefore this Board recommends that a special use be granted on the property described above to allow an Agricultural Processing Facility – Grain Handling – in the Agriculture District.

ROLL CALL VOTE - The roll call vote was five members for the motion to recommend granting, none opposed and Members Kinsella and Finnigan were absent.

Respectfully submitted this 1st day of May 2007, McLean County Zoning Board of Appeals

Sally Rudolph
Chair

Sally Rudolph, Chair
Drake Zimmerman
Joe Elble
Jerry Hoffman
Michael Kuritz

FINDINGS OF FACT AND RECOMMENDATION
OF THE McLEAN COUNTY ZONING BOARD OF APPEALS

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of High Trail Wind Farm, LLC, in case SU-07-05, parcel 23-02-200-006 . They are requesting to amend special use case SU-06-06 to expand an operation and maintenance facility (O&M Facility) and visitors center/viewing area for a wind farm in the Agriculture District; on property which is part of the NE ¼ of Section 2, Township 23N, Range 4E, of the 3rd P.M., McLean County, IL. The property is located in Dawson Township at 13682 N 2900 East Road, Ellsworth, IL.

After due notice, as required by law, the Zoning Board of Appeals held a public hearing in this case on May 1, 2007 in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT – The proposed operation and maintenance facility and visitors center/viewing area for the High Trail Wind Farm is located on a 4.8 acre property that was formerly a residential property. The property has 594 feet of frontage on the west side of 2900 East Road, an oil and chip road 15 feet in width. The property is relatively flat and drains primarily to the south.

SURROUNDING ZONING AND LAND USES - The property is surrounded by land in the Agriculture District that is used for crop production.

ANALYSIS OF STANDARDS - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards contained in the McLean County Zoning Ordinance regarding the recommendation by the Zoning Board of Appeals as to whether the County Board should grant or deny the proposed special use.

STANDARDS FOR RECOMMENDING:

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The applicant is proposing to expand an existing O&M facility that will eventually employ up to 45 people. The proposed plan will include a new building that will be used for the maintenance and operation of the wind farm on the eastern part of McLean County. The plan includes a viewing area that will be open to the public.

The site improvements are intended to minimize disruption to the existing site but provide an economically feasible solution. The existing farmhouse and outbuildings are intended to remain. A new maintenance building and visitor kiosk are to be built. The new maintenance building is to provide an area to house the maintenance operations and an area from which field crews can operate.

2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The surrounding property that is currently used for crop production will continue to be desirable for such use.
3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. Nearby land that is suitable for crop production will continue to be suitable for such use.

4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The Operation and Maintenance facility will be served by a private well and septic system that has been approved by the County Health Department. The O&M facility is located approximately ¼ mile south of Route 9 on 2900 East Road.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. The Dawson Township Road Commissioner indicated that the road in front of this property to Route 9 is inadequate for the proposed use. The applicant has obtained a road agreement with the Dawson Township Road Commissioner to improve 2900 East Road.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met. The intent of the Agricultural District states, "Provide for the location and govern the establishment and operation of land uses which are compatible with agriculture and are of such a nature that their location away from residential, commercial and industrial areas is most desirable."
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance, provided development shall follow the plans and specifications as presented, including operation and maintenance facility improvements in their application with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations.

Therefore this Board recommends that a special use be granted on the property described above to amend special use SU-06-06 to expand an Operation and Maintenance Facility (O&M Facility) and visitors center/viewing area for a wind farm in the Agriculture District.

ROLL CALL VOTE - The roll call vote was five members for the motion to recommend granting, none opposed and Members Kinsella and Finnigan were absent.

Respectfully submitted this 1st day of May 2007, McLean County Zoning Board of Appeals

Sally Rudolph

Chair

Sally Rudolph, Chair
Drake Zimmerman
Joe Elble
Jerry Hoffman
Michael Kuritz

RESOLUTION

ADOPTING A PRELIMINARY PLAN
For the Kings Mill Acres Subdivision, File S-07-06

WHEREAS, Rickardo Ramirez and Spencer Vatterrodt have requested approval of a preliminary plan for the Kings Mill Acres Subdivision as provided in the Land Subdivision Regulations of McLean County in file S-07-06;

WHEREAS, said preliminary plan shows 23 residential lots which are in the R-1 Single Family Residence District; and

WHEREAS, Rickardo Ramirez and Spencer Vatterrodt are requesting a waiver of the design requirements of public improvements in Section 702.C of the Subdivision Ordinance which states that the developer shall provide access to an IDPH (Illinois Department of Public Health) common collector or an IEPA (Illinois Environmental Protection Agency) common collector for sewage disposal; and

WHEREAS, staff at the County Health Department received assurances from the applicants that the applicants understand that septic system discharges must be maintained on each lot to the fullest extent possible which may be very expensive and which may include the possibility of specific lots being unbuildable; and

WHEREAS, staff recommended that construction traffic in the Kings Mill Acres Subdivision should be restricted from traveling through the Apollo Acres Subdivision; and

WHEREAS, a public hearing on said proposed preliminary plan was held by the Land Use and Development Committee of the McLean County Board as required by law where it was recommended that the street name of Edenburgh Drive be changed to Delta Circle which is the name of the street to which it connects in the Apollo Acres Subdivision; and

WHEREAS, the Land Use and Development Committee recommends that the proposed preliminary plan for Kings Mill Acres Subdivision be approved with the requested waiver of Section 702.C of the Subdivision Ordinance, that construction traffic in the Kings Mill Acres Subdivision shall be restricted from traveling through the Apollo Acres Subdivision and the street name of Edenburgh Drive shall be changed to Delta Circle; now, therefore,

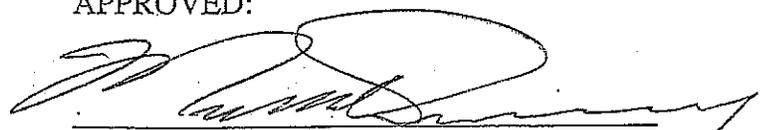
BE IT RESOLVED that the preliminary plan for Kings Mill Acres Subdivision, File S-07-06, be and hereby is approved.

Adopted by the County Board of McLean County, Illinois, this 15th day of May 2007

ATTEST:


Peggy Ann Milton, County Clerk
McLean County, Illinois

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

McLean County Department of Building and Zoning

SUBDIVISION STAFF REPORT
LAND USE AND DEVELOPMENT COMMITTEE

CASE NUMBER S-07-06

1. REFERENCE:

- a. Meeting date: May 3, 2007
- b. Subdividers' names: Rickardo Ramirez and Spencer Vatterrodt
- c. Subdivision name: Kings Mill Acres Subdivision

2. LOCATION AND, LAND USE AND REQUEST:

- a. Property location: Immediately southwest of the intersection of 975 East Road and the Old Peoria Road
- b. Township: Dry Grove Township
- c. Parcel Numbers: 13-34-127-006 & 13-34-251-008
- d. Existing zoning: R-1 Single Family Residence District
- e. Applicant request: Approve a preliminary plan for the Kings Mill Acres Subdivision with 23 residential lots and two out lots with a waiver of the design requirements of public improvements in Section 702.C of the Subdivision Ordinance which states that the developer shall provide access to an IDPH (Illinois Department of Public Health) common collector or an IEPA (Illinois Environmental Protection Agency) common collector for sewage disposal.

A preliminary plan for the Prairieland Subdivision was previously approved on this 57 acre property to allow 54 residential lots and two out lots.

A planned development for the Kings Mill Acres Subdivision was approved by the County Board on April 17, 2007 to allow lots with 140 feet of width rather than 200 feet of width as required in the Zoning Ordinance for lots one acre in area or larger. At the public hearing before the Zoning Board of Appeals, nearby residents in the Apollo Acres Subdivision indicated that they did not want construction traffic in the Kings Mill Acres Subdivision traveling through their subdivision.

The proposed subdivision would provide open space and a recreational trail that will eventually connect to the Constitution Trail that currently extends west of Bloomington to Illinois Route 9. Potable water will be provided from the Bloomington Township Water District.

3. DIMENSIONS & REVIEW:

- a. Size of Parcel: The property is 57 acres in area and the proposed preliminary plan contains 23 residential lots and two out lots.
- b. County Health Department: It is likely that a majority of the lots will need a sand filter system that may be unusually expensive because of liners, pumps, effluent reduction methods since these discharges must be maintained on the lot and not cause nuisance

conditions. At the time this report is being written, more information is needed from the applicants before the Health Department will support the waiver requirement of Section 7.02.C of the Subdivision Ordinance requiring a common collector available for each lot; and has not received the proposed covenants of the proposed subdivision for review.

- c. County Highway Department: Recommends approval of the preliminary plan.
- d. Comprehensive Plan Consistency Review: Staff, working with intergovernmental staff and the McLean County Regional Planning Commission, found the proposed development to have a project rating of "D" for consistency with local and regional comprehensive plans which means it does not provide minimal features or acceptable alternatives. However, the review goes on to state that the petitioner needs to include a McLean County Health Department approved wastewater system for the project to improve the rating to a level "C".

Since this property is within 1½ miles of the Town of Normal, the Town will also need to approve the preliminary plan.

Although staff would prefer that a common collector be provided since it may be difficult to provide sewage disposal systems with surface discharges on each lot without causing a nuisance condition, staff will support the waiver of Section 702.C of the Subdivision Ordinance and recommends approval of the preliminary plan for the Kings Mill Acres Subdivision if the County Health Department receives the necessary assurances and information from the applicants. Staff also recommends that construction traffic in the Kings Mill Acres Subdivision should be restricted from traveling through the Apollo Acres Subdivision.

Respectfully submitted,



Philip Dick, AICP, Director

Attachment: Kings Mill Acres Subdivision Preliminary Plan

Presented at the May 3, 2007 Public Hearing before the Land Use and Development Committee – The County Health Department received the necessary assurances from the applicants, received the proposed covenants of the Kings Mill Acres Subdivision and recommended approval of the proposed preliminary plan.

**STATE OF ILLINOIS
COUNTY OF McLEAN**

**A RESOLUTION RESCINDING THE APPOINTMENT OF EVERETT H. LAESCH
AS A MEMBER OF THE CARLOCK FIRE PROTECTION DISTRICT**

WHEREAS, at the regular meeting of the McLean County Board on April 17, 2007, the Chairman of the McLean County Board recommended and the County Board approved the appointment of Mr. Everett H. Laesch as a member of the Carlock Fire Protection District; and,

WHEREAS, pursuant to 70 ILCS 705/4(a) (4), when a Fire Protection District's territorial boundaries lie within two counties, an appointee "shall be a resident of whichever county is entitled to such representation in order to bring about the proportional representation required" and, furthermore, such appointee "shall be appointed by the County Board of that county;" and,

WHEREAS, the Carlock Fire Protection District's boundaries lie within two counties and, based upon the 2000 census, Woodford County is entitled to appoint one trustee from Kansas Township to serve as a member of the Carlock Fire Protection District Board; and,

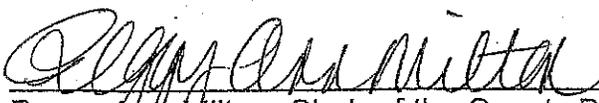
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 ILCS 705/4(a) (4), hereby recommends that the appointment of Mr. Everett H. Laesch to the Carlock Fire Protection District Board be rescinded, now, therefore,

BE IT FURTHER RESOLVED by the McLean County Board, now meeting in regular session, that the appointment of Mr. Everett H. Laesch as a member of the Carlock Fire Protection District for a term of three years to expire on April 30, 2010 or until a successor shall have been qualified and appointed is hereby rescinded.

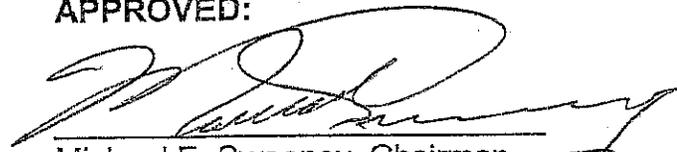
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution Rescinding the Appointment of Mr. Everett H. Laesch as a member of the Carlock Fire Protection District Board to Mr. Everett H. Laesch and Mr. William Wetzel, Attorney for the District, as well as the County Clerk, County Auditor and County Administrator's Office.

Adopted by the County Board of McLean County, Illinois, this 15th day of May, 2007.

ATTEST:


Peggy Ann Milton, Clerk of the County Board
McLean County, Illinois

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

Eric T. Ruud
First Assistant State's Attorney

Government Center
115 East Washington Street
Suite 401, P.O. Box 2400
Bloomington, Illinois 61702-2400
Telephone: (309) 888-5110
Fax: (309) 888-5111
E-mail: eric.ruud@mcleancountyil.gov

MEMO

TO: John Zeunik
FROM: Eric T. Ruud 
RE: Error in Appointment to Carlock Fire Protection District Board of Trustees
DATE: April 27, 2007

The Carlock Fire Protection District has a five member board of trustees. Its territorial boundaries lie within two counties. According to Section 4(a)(4) of the Fire Protection District Act (the "Act"), "if the district is located in more than one county, the number of trustees who are residents of a county shall be in proportion, as nearly as practicable, to the number of residents of the district who reside in the county in relation to the total population of the district." (70 ILCS 705/4(a)(4)) Section 4(a)(4)(B) of the Act provides that "the trustees for the district shall be appointed by the presiding officer of the county board with the advice and consent of the county board." (70 ILCS 705/4(a)(4)(B)) However, when a fire protection district's territorial boundaries lie within two counties, then Section 4(a)(4) goes on to provide that an appointee "shall be a resident of whichever county is entitled to such representation in order to bring about the proportional representation required" and such appointee "shall be appointed by the county board of that county." (70 ILCS 705/4(a)(4) emphasis added)

Based upon the 2000 census, the population of the three townships located in the Carlock Fire Protection District are as follows:

807 in White Oak Township, McLean County, Illinois
362 in Dry Grove Township, McLean County, Illinois
346 in Kansas Township, Woodford County, Illinois
= 1,515 TOTAL population

Using the formula required by Section 4(a)(4) of the Act, then:

% of population in Woodford County / Total Population (346/1515) = 23%
0.23 x 5 seats = 1.15 or 1 trustee seat for Woodford County

% of population in McLean County / Total Population (1169/1515) = 77%
0.77 x 5 seats = 3.85 or 4 trustee seats for McLean County

Therefore, our Chairman, subject to the advice and consent of the McLean County Board, may appoint only four trustees to the Carlock Fire Protection District Board. The remaining trustee must be appointed by the Chairman of the Woodford County Board, subject to the advice and consent of his County Board.

I understand the McLean County Board appointed Everett H. Laesch to the Carlock Fire Protection District at its regular meeting earlier this month. Mr. Laesch is a resident of McLean County. I also understand that the McLean County Board had already appointed four McLean County residents to the Carlock Fire Protection District board of trustees. Because one of their trustees must be appointed by the Woodford County Board, then Mr. Laesch's appointment is in error and should be rescinded at the next meeting of the McLean County Board.

To rescind the appointment, I recommend that a Resolution Rescinding the Appointment of Everett H. Laesch to the Carlock Fire Protection District Board of Trustees be prepared and acted upon at the May, 2007 McLean County Board meeting. In the meantime, I have advised the Woodford County State's Attorney of the situation and have suggested to him that the Woodford County Board appoint a resident of Kansas Township in Woodford County to be a member of the Carlock Fire Protection District Board of Trustees.

Please feel free to contact me if you have any further questions or concerns.

Cc: Mike Stroh, Woodford County State's Attorney



McLEAN COUNTY BOARD
(309) 888-5110 FAX (309) 888-5111
115 E. Washington P.O. Box 2400
Bloomington, Illinois 61702-2400

Michael F. Sweeney
Chairman

May 10, 2007

To the Honorable Chairman and Members of the McLean County Board:

Your PROPERTY COMMITTEE herewith respectfully recommends approval of the request received from the McLean County Nursing Home to approve the award of the bid submitted by McLean County Asphalt Co., Inc., Bloomington, Illinois in the amount of \$25,890.00 for resurfacing the ambulance drive surrounding the Nursing Home.

Your PROPERTY COMMITTEE herewith further respectfully advises that funds for this capital improvement project have been budgeted in the fiscal year 2007 adopted budget of the McLean County Nursing Home.

Respectfully submitted,

The PROPERTY COMMITTEE of the McLean County Board

District #1
Stan Hosellon
Don J. Cavallini

District #3
Michael F. Sweeney
Diane R. Bostic

District #5
B.H. "Duffy" Bass
Sondra O'Connor

District #7
P.A. "Sue" Berglund
Bette Rackauskas

District #9
Cathy Ahart
Terry Baggett

District #2
Matt Sorensen
Rick Dean

District #4
Ann Harding
Duane Mass

District #6
George J. Gordon
David F.W. Seizer

District #8
Paul R. Segobiano
Tari Renner

District #10
Benjamin J. Owens
Bob Nuckolls

**Request for Proposals
Pavement Surfacing
McLean County Nursing Home
901 N. Main Street, Normal, Illinois**

The County of McLean, a body corporate and politic, hereinafter referred to as "COUNTY", shall accept sealed-bid proposals from professional contractors, hereinafter "BIDDERS" for 2" overlay of the bituminous asphalt surface to the driveway surrounding the nursing home, commonly referred to as the ambulance drive at McLean County Nursing Home, 901 N. Main Street, Normal, Illinois. There are two other bids requested to patch and seal areas defined below.

Scope of Project: Awarded firm shall perform all work specified below:

Project shall consist of approximately 1450 sq. yards of 2" overlay of bituminous surface to driveway surrounding the nursing home, commonly referred to as the ambulance drive. Prior to placement of this surface course, the entire drive shall be cleaned of loose material and vegetation. The contractor shall dispose of this material. Then RC-70 prime shall be installed at a rate of 0.05 gallons per square yard. Headers shall be cut in where necessary to match existing surface levels, and surface shall be compacted to industry standards.

Awarded contractor shall remove and reset all existing parking blocks and shall restripe all existing parking stalls. Awarded contractor shall be responsible for securing all necessary permits and paying any permit fees. Awarded contractor shall ensure complete installation meeting all existing codes, laws, and ordinances pursuant to this undertaking including, but not limited to, the Americans with Disabilities Act (ADA) for such installations. Awarded firm shall site the lot and regrade where necessary, to prevent any pooling of water which may cause ice patches in colder months. Awarded firm shall ensure adequate water runoff during rains to prevent said pooling of water on ambulance drive.

In addition McLean County requests a second, separate bid, for work to be performed in the same time frame as the ambulance drive. This work consists of patching, sealing, and restriping of approximately 2800 sq. yards of parking lot in front of 905 North Main St., Normal, IL. This location is referred to as Fairview Building front parking lot.

In addition McLean County requests a third, separate bid, for work performed in the same time frame as the ambulance drive. This work consists of patching, sealing, and restriping approximately 2358 sq. yards of main entrance drive to 901 North Main St., Normal, IL.

Mandatory Pre-Bid Conference and Tour: A mandatory pre-bid conference has been scheduled for Tuesday, April 3, 2007, at 10:00 a.m. at the McLean County Nursing Home at which time all interested bidders shall attend to:

- A. Tour through the above stated areas to examine existing conditions.
- B. Be given the opportunity to ask questions regarding the bid and bid process
- C. Verify all measurements and dimensions.

Contractor Qualifications, Prior Experience, and References: The submitted proposal shall contain a listing of at list five (5) prior clients with whom BIDDER has provided service for within the past two (2) years. This list shall include the complete client name, address, phone number, and a contact name of each prior client. By submission of a bid proposal, BIDDER hereby grants permission to COUNTY to contact these references as part of the qualifications review process of the proposal.

Non-Affiliation Clause: By submission of a bid proposal, BIDDER hereby declares that no member of the McLean County Board or any other COUNTY official shall have an interest in any contract let by the McLean County Board either as a contractor or subcontractor in this undertaking pursuant to Illinois Compiled Statutes, 50 ILCS 105/3, et. seq.

Hold Harmless Provision: By submission of a bid proposal BIDDER agrees to save and hold harmless COUNTY (including its officials, agents, and employees) from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs or judgments, resulting from claimed natural persons and any other legal entity, or property of any kind (including, but not limited to chooses in action) arising out of or in any other way connected with this undertaking, whether or not arising out of the partial or sole negligence of COUNTY or its officials, agents, or employees, and shall indemnify COUNTY for any costs, expenses, judgments, and attorney's fees paid or incurred by or on behalf of COUNTY and/or its officials, agents, and employees.

Prevailing Wage Act: In accordance with Illinois Compiled Statutes, 820ILCS 130/0.01 et. seq., awarded firm shall pay not less than the general prevailing wage of hourly wages for the work of a similar character on public works in the locality in which the work is performed, and not less than the general prevailing rate of hourly wages for legal holiday and overtime work, shall be paid to all laborers, workers, and mechanics employed by or on behalf of any public body engaged in the construction of public works, and the Preference to Illinois Citizens of Public Works Project Act, Illinois Compiled Statutes, 30ILCS 560/1 – 560/7, et. seq.

Insurance Provisions: Awarded contractor hereby agrees to provide COUNTY the following minimum insurance for this project:

- A. Comprehensive General Liability Bodily Insurance, Personal Injury, and Property Damage CSL per occurrence of at least \$2,000,000.00.
- B. Trucker's or Auto Liability Insurance with \$2,000,000.00 CSL per occurrence for Bodily Injury and Property Damage for all owned, leased, or non-owned autos and trailers.
- C. Statutory Worker's Compensation Insurance in accordance with Illinois law.
- D. Employer's Liability Insurance coverage with no less than \$1,000,000.00 limits per occurrence.

- E. Minimum limits may be met through a combination of excess or umbrella and primary liability insurance policies.
- F. Submission of a Certificate of Insurance evidencing such insurance coverages prior to project commencement.
- G. All insurance companies shall be licensed and admitted in the state of Illinois to do business and shall be in an acceptable form to COUNTY
- H. COUNTY shall be listed as an "ADDITIONAL INSURED" on all liability policies.
- I. Awarded contractor shall furnish COUNTY with an Accord Certificate certifying that the above required insurance coverages are in effect prior to the work being performed. The insurance certificate shall certify that no material alteration, modification, or termination of such coverage shall be effective without at least thirty (30) days advance written notice to COUNTY.
- J. Awarded contractor's insurance shall be considered primary and not excess to any other applicable insurance and shall have all rights of recovery against COUNTY for any injuries to persons or damage to property in the execution of the work to be performed by awarded contractor.

Security and Safety of all COUNTY Property: Awarded contractor shall be responsible for ensuring that all existing trees and other permanent vegetation remain undamaged during the project including all underground installed building and parking lot systems and mechanical installations including water, sewer, natural gas, electric, telephone, fiberoptic communication lines, and any other existing installations owned or not owned by COUNTY. Awarded contractor shall contact J.U.L.I.E. to have all underground installed systems properly marked and identified prior to work being performed.

Do No Damage: Awarded contractor shall agree to do no damage to any COUNTY owned and operated property during the course of the project and further agrees to pay COUNTY for any damage and resultant repairs (including parts and labor) should any damage be discovered to COUNTY property, equipment, records, or furnishings, as a result of this project. This includes, but is not limited to, any damage to the following COUNTY property: its buildings, grounds, other adjacent parking areas, landscape areas, curbs, sidewalks, ramps, entrance doors, walls, flooring surfaces, utility services, light poles, lot signs, building structural integrity, and awarded contractor further agrees to not disrupt any COUNTY operations during the course of the project and to not block any natural footpaths of ingress and egress to the building or nearby buildings. Cost of repair(s) shall be calculated by COUNTY, shall not be negotiable, and shall be binding upon the awarded contractor, and shall be deducted from the invoice if full cost of repairs does not exceed the invoice costs. Should cost of full repairs exceed the invoice cost, awarded contractor shall pay the difference within ten (10) days of invoice by COUNTY to awarded contractor. Awarded contractor agrees to immediately notify COUNTY if any damage is done to COUNTY property by contractor employees or any subcontractor during the course of the project.

Scheduling Project: Project must be completed as soon as is possible given the availability of required equipment, in any case it shall be completed no more than 45 days after acceptance of bid.

Deadline for Proposals: The deadline for submission of all proposals is **Friday April 13, 2007 at 2:00 p.m.** Bids shall be single proposals and shall contain no qualifications or interlineations.

Acceptance of Proposals: In accordance with Illinois law governing the award of bids, COUNTY reserves the right to accept or reject any or all proposals for any reason and to award this project to a single firm as deemed most beneficial to COUNTY.

Submission of a Bid Proposal: Bid proposals shall be prepared and submitted on the bid forms contained herein and mailed to COUNTY in a sealed envelope and marked in prominent letters on the lower left-hand corner on the outside of the envelope, "**Bid Proposal for Boiler at McLean County Nursing Home**". If proposal is mailed to COUNTY it shall be received by COUNTY prior to the stated expiration time for the receipt of bids. Proposals may be delivered to the public bid opening, if desired by the BIDDER.

Validity of Bid Proposals: Bid proposals shall be considered valid for a minimum of sixty (60) days from the date of bid opening.

Interested Firms: Interested firms may obtain a copy of the bid packet at, McLean County Nursing Home, 901 N. Main Street, Normal, Illinois 61761, during the hours of 8:00 a.m. to 4:00 p.m., Monday through Friday. Deadline for requesting and obtaining a copy of the bid packet is the date of the Mandatory Pre-Bid Conference and Tour.

Bid Submission Form

From:

Contact Name: _____

Company Name: _____

Address: _____

City/State/Zip Code: _____

Phone: _____

FAX Number: _____

E.mail address: _____

Illinois Professional Contractor's License Number of Firm: _____

To:

To Whom It May Concern:

We have received and completely reviewed the Request for Proposals for the project, we have attended the Mandatory Pre-Bid Conference and Tour, and in our submission of this bid proposal our firm hereby agrees to the below, if awarded on the basis of our bid proposal:

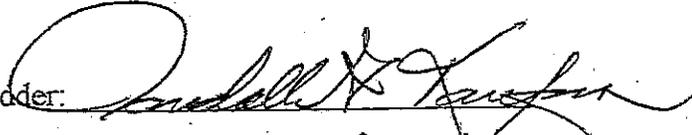
1. To hold our bid proposal valid for a minimum of sixty (60) days from the date of the bid opening.
2. To enter into and execute a contract if awarded this project.
3. To furnish all required insurance documents and a copy of our professional license, and names of all employees to be used on this project prior to commencement of the project, if awarded on the basis of our bid.
4. To attend the Mandatory Pre-Bid Conference and Tours of all buildings.
5. To furnish as attachments to this bid proposal the required references.
6. That the person submitting this bid proposal is qualified or has been granted authority to submit this bid by the interested firm.

7. That this Request for Proposals shall be considered a part of any contract between COUNTY and awarded contractor.

8. That if awarded this project all work shall be completed by December 31st 2007.

MCLEAN COUNTY ASPHALT CO. INC., a licensed professional general contractor located in Bloomington, Illinois, hereby submits a bid proposal of \$ 25,980.00.

Signature of Corporate Officer of Bidder:



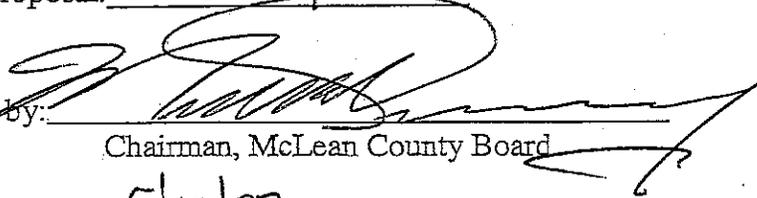
Printed Name of Corporate Officer of Bidder:

RANDALL G KAUFMAN

Date of Proposal:

4-13-07

Accepted by:



Chairman, McLean County Board

Date:

5/15/07

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(309) 827-4811
1-877-457-0761
FAX (309) 827-7767
www.mc-asphalt.com

CONTRACTOR QUALIFICATIONS, REFERENCE LIST

- 1) BLOOMINGTON SCHOOLS #87
300 E. MONROE ST.
BLOOMINGTON, IL 61701
*COLIN MANAHAN 309-827-6031
- 2) NORMAL UNIT #5 SCHOOLS
2012 W. COLEGE AVE.
NORMAL, IL 61761
*JEFF MONAHAN 452-0541
- 3) FIRST SITE
102 E. NORTH ST.
NORMAL, IL 61761
*JEFF TINERVAN 888-4444
- 4) EL PASO GOLF COURSE
2860 COUNTY RD. 600N.
EL PASO, IL 61738
*LANE VANCE 309-527-5225
- 5) P.J. HOERR
107 N. COMMERCE PL
PEORIA, IL 61612
*MIKE KREUTZ 888-9567



NURSING HOME
(309) 888-5380
901 N. Main Normal, Illinois 61761

Date: April 13, 2007

To: Diane Bostic, Chairman, Property Committee
Members of the Property Committee

From: Don Lee, Adm.
McLean County Nursing Home

Re: Recommend Bid to Resurface Ambulance Drive - McLean County
Nursing Home

In September of 2004 the front asphalt parking lot of the McLean County Nursing Home was resurfaced. At that time, we asked for input from the County Highway Department and the bidders on the condition and repair needs for all of the Fairview Complex. Based on that assessment, funds were placed in the 2005 budget for the resurfacing of the rear lot and a timeline was developed for the complex.

In 2006 we had intended to continue as planned with the resurfacing of the ambulance drive. Due to the resignation of our Maintenance Supervisor and a search for his replacement, the project was placed on hold for that year and again requested in the 2007 budget.

Eric Kline, Maintenance Supervisor, had completed the bid specifications in mid-March and the project was placed out for bid as outlined in Eric's attached memo. While representatives from both McLean County Asphalt and Rowe Construction attended the mandatory pre-bid meeting, only McLean County Asphalt submitted a bid for the project. That bid was for \$25,890 and is within the amount planned for in the 2007 budget.

I will not be able to attend the May meeting of the Property Committee and have asked Eric attend the meeting to answer any questions. I concur with his recommendation that the Property Committee favorably forward the McLean County Asphalt bid in the amount of \$25,890 to the Board for their acceptance.

Memo

To: Property Committee
From: Eric Kline, Nursing Home Maintenance Director
CC: Don Lee, Nursing Home Administrator
Date: 4/19/2007
Re: Ambulance Drive Paving

This project consists of installation of a 2" overlay of bituminous surface (asphalt) to the ambulance drive surrounding the Nursing Home. Grading and concrete sidewalk replacements are included to repair a water drainage problem.

An invitation to bid notice was placed in the Pantagraph on March 26, 2007. We sent bid packets to McLean County Asphalt Company and Rowe Construction, one packet was picked up by an unknown firm. McLean County Asphalt and Rowe Construction attended the pre-bid meeting on April 3, 2007, but only McLean County Asphalt submitted a bid by the deadline on April 13, 2007.

Looking at the past bids McLean County Asphalt has typically had the low bid by a significant amount. This may have had some bearing on why Rowe didn't submit a bid for this project.

I recommend awarding McLean County Asphalt the Ambulance drive replacement project at a price of \$25,980.00.

Respectfully Submitted:

Eric Kline



McLEAN COUNTY BOARD

(309) 888-5110 FAX (309) 888-5111
115 E. Washington P.O. Box 2400
Bloomington, Illinois 61702-2400

Michael F. Sweeney,
Chairman

May 10, 2007

To the Honorable Chairman and Members of the McLean County Board:

Your PROPERTY COMMITTEE herewith respectfully recommends approval of the recommendation received from the Director of Facilities Management to approve the landscape plan for the Fairview Campus exterior sign as prepared by Mr. Anthony McCauley, an Eagle Scout candidate from Boy Scout Troop 9056 in Towanda.

Your PROPERTY COMMITTEE herewith further recommends that Mr. Anthony McCauley and other Boy Scouts from Troop 9056 be authorized to install the flowering plants, decorative grass, abortive pine and creeping juniper around the base of the Fairview Campus exterior sign.

Funds for the purchase of the plantings, supplies and materials in the amount of \$1000.00 have been appropriated in the Fiscal Year 2007 adopted budget of Facilities Management.

Respectfully submitted,

The PROPERTY COMMITTEE of the McLEAN COUNTY BOARD

District #1 Stan Hoselton Don J. Cavallini	District #3 Michael F. Sweeney Diane R. Bostic	District #5 B.H. "Duffy" Bass Sondra O'Connor	District #7 P.A. "Sue" Berglund Bette Rackauskas	District #9 Cathy Ahart Terry Baggett
District #2 Matt Sorensen Rick Dean	District #4 Ann Harding Duane Mass	District #6 George J. Gordon David F.W. Seizer	District #8 Paul R. Segobiano Tari Renner	District #10 Benjamin J. Owens Bob Nuckolls

Boy Scout Project Description
By Anthony McCauley
April 20, 2007

In my Eagle Scout project proposal, I will be performing and supervising a landscape beautification project around the new Fairview Campus sign located at Fairview Park in Normal, IL where the McLean County Nursing Home and McLean County Juvenile Detention Center is located.

The County has recently installed a new replacement sign and I have volunteered to landscape around it. I'm going to spend a lot of time making plans and reviewing them with Jack Moody, the County's facilities manager.

The County will purchase all plantings and supplies needed. I would like to use Grieder's Sod and Landscaping, Owens Nursery, and other stores that sell plants. I will be getting help from Mr. Bobby Jones, a professional landscaper. I have been given a \$1000 budget from the County to work with. I hope to order all of my plants by the middle of June and finish the project by the end of June.

I plan on breaking up the work over three days. The first day will be laying out everything and removing anything that gets in our way such as sod. The second day will be planting and watering everything plus putting down mulch which I'm going to get from the Town of Normal Parks and Recreation Department for free. The landscaping will be in an eyeball shape. The outline of this landscaping will be in interlocking bricks to make it easier to mow around. Mr. Moody is going to provide water at the location from the Nursing Home using long hoses. Here are some of the items that I will be using:

landscaping fabric, shovels, spades, plantings, mulch, water, dirt rakes, and assistance from other boy scouts in my troop.

Project Day - I first will mow the grass very short so the landscaping fabric will lay down easier. I will get out some landscaping plans while people are eating some doughnuts and drinking coffee. I will be giving everybody a good idea of what the landscaping will look like. Then I will tell everybody the dimensions that are needed to lay out the landscaping fabric and anchor it.

Page two

Next, we'll lay out the plants in the right area. Then, we will place the plants in the ground and give them each a good drink of water. Finally, we'll spread the mulch on the ground and remove the anchors. At the end of all this everybody will get lunch and go home.

One week before the project happens I will call J.U.L.I.E so they can find all of the cables and wires I want to miss. I will also make sure that I don't need a permit or other approvals for the project from the Town of Normal.

Mr. Moody will assist in monitoring safety for all involved. Mr. Moody has informed me that he will disconnect all electric power at this site from a breaker located in the McLean County Nursing Home, and perform a "lock-out / tag-out" on the breaker in compliance with OSHA and NFPA regulations for performing work around electrical connections. We will wear eye goggles during those aspects of the project for eye protection and sun screen and ball caps if it's a very sunny day.

I have a \$1000 budget to work with and I have estimates for the entire project. \$200 on Plants, \$150 on mulch, \$20 on landscaping fabric, \$75 on food and water

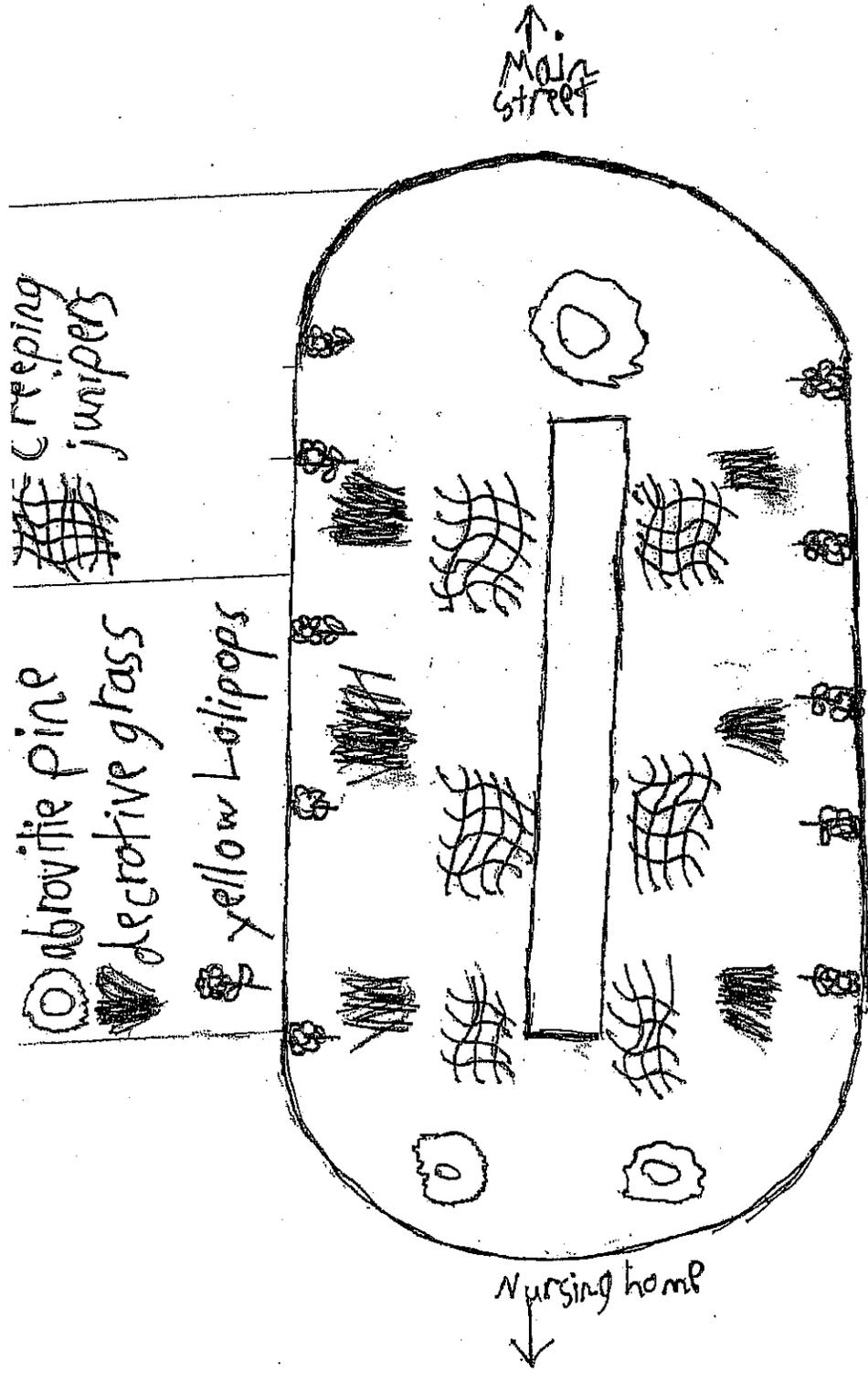
List of plants

- 6-Creeping Juniper.
- 7-Small decorative blue-stem grasses.
- 13-Yellow Lollipops.
- 3-Abortive Pine.

I request the kind approval of this landscaping project by the McLean County Property Committee on Thursday, May 3, 2007. A copy of my draft landscape proposal (drawing) is attached for your kind review.

Thank you for this opportunity to perform a project for McLean County that will assist my attaining the rank of Eagle Scout with the Boy Scouts of America.

Anthony McCauley



Creeping junipers

abrotite pine
decorative grass
yellow Lolipops

↑
Main Street

Nursing home
↓



Facilities Management

104 W. Front Street, P.O. Box 2400

Bloomington, Illinois 61702-2400

(309) 888-5192 voice

(309) 888-4120 FAX jack.moody@mcleancountyil.gov

To: The Honorable Chairman and Members of the Property Committee

From: Jack E. Moody, CFM
Director, Facilities Management

Date: April 20, 2007

Subj: Fairview Sign Landscape Proposal: Mr. Anthony McCauley, BSA

At the request of the Property Committee last fall, I contacted the Boy Scouts of America to learn if there might be a possibility of an Eagle Scout candidate performing an appropriate landscape project around the newly installed Fairview Campus sign.

I was put in touch with Mr. Tony McCauley, father of Anthony McCauley, Normal, Illinois. Since September 2006, the three of us have been talking about this project and on Friday, March 30, 2007, we met at the site of the new sign to discuss the project.

Attached, please find Mr. Anthony McCauley's project proposal and landscape design drawing for your kind consideration. We feel his proposal is very well developed. Anthony has given consideration about the ultimate mature height of all plantings, ease of mowing around the landscaped area, long term maintenance, sufficient workers, and beauty.

We have established a budget of \$1,000.00 for the purchase of all plantings and needed supplies and materials. County Facilities Management will ensure safety standards are maintained during all phases of the project and plan to be present during all aspects of the project.

We hereby request and recommend approval of the attached Fairview Campus Sign Landscape proposal.

Anthony McCauley has indicated his desire to present his project and answer any questions at the May Property Committee meeting.

Thank you.

enclosures

LEASE AGREEMENT

Between

The County of McLean

as Landlord,

and

McLean County States Attorney

as Tenant,

for

**Office Space Located on the 4th Floor of
200 West Front Street, Bloomington, Illinois
For the Child Support Enforcement Division**

Table of Contents

	<u>Page</u>
1. <u>Term</u>	1
2. <u>Rent</u>	1
a. Rent	1
b. Definition of Rent	1
c. Mailing Address for Rent Payments	1
d. Rent payment due date	1
3. <u>Tenant's Use and Operation</u>	1
4. <u>Utilities</u>	1
5. <u>Building Common Areas</u>	2
6. <u>Maintenance and Repair</u>	2
7. <u>Parking</u>	2
8. <u>Alterations</u>	2
9. <u>Insurance and Indemnity</u>	3
a. <u>Covenants to Hold Harmless</u>	3
b. <u>Fire and Casualty Insurance</u>	3
c. <u>Added Risk</u>	3
d. <u>Obligation to Carry Public Liability Insurance</u>	3
e. <u>Waiver of Subrogation Rights Under Insurance Policies</u>	4
10. <u>Conduct</u>	4
11. <u>Signs</u>	4
12. <u>Estoppel</u>	4
13. <u>Access to the Premises</u>	5

14.	<u>Hazardous Material</u>	5
	a. <u>Prohibition</u>	5
	b. <u>Disclosure, Remediation, Liability, and Indemnification</u>	5
	c. <u>Survival</u>	6
15.	<u>Condemnation</u>	6
16.	<u>Destruction</u>	6
17.	<u>Insolvency</u>	7
18.	<u>Assignment and Subletting</u>	7
19.	<u>Default</u>	7
20.	<u>Termination; Surrender of Possession</u>	8
21.	<u>Waiver</u>	8
22.	<u>Notices</u>	8
23.	<u>Agency</u>	9
24.	<u>Partial Invalidity</u>	9
25.	<u>Holding Over</u>	9
26.	<u>Successors</u>	9
27.	<u>Right to Terminate</u>	10
28.	<u>Non-Affiliation Clause</u>	10
	Approval Signatures	10

Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter "COUNTY") as Landlord, and the Child Support Enforcement Division of the McLean County States Attorney's office, (hereinafter "CSED"), as Tenant, desire to continue a lease agreement for office space located on the northwest corner of the fourth floor of the 200 W. Front Street building, Bloomington, Illinois, (hereinafter "Building"); and,

WHEREAS, the parties herein mutually agree that this agreement expressly sets forth the rights and duties of each party,

NOW THEREFORE, it is expressly agreed as follows:

1. **Term.** The term of this lease agreement shall commence on July 1, 2007, and terminate on June 30, 2008.

2. **Rent.**
 - a. Rent shall be \$20,462.68 for 2,476 s.f. of office space, payable in twelve equal monthly installments of \$1,705.22.
 - b. Rent, for purposes of this agreement, shall be defined as including all rent, utilities (except telephone services), and general maintenance.
 - c. All rent payments shall be mailed to the below address:

**McLean County Treasurer
115 E. Washington Street, Mezzanine Level
P.O. Box 2400
Bloomington, Illinois 61702-2400**
 - d. The monthly rent payment during each month of the term thereof shall be payable commencing on the first day of each month.

3. **Tenant's Use and Operation.** CSED shall use the aforementioned leased premises only for the purposes of its general business office. CSED shall not use the premises for any unlawful, improper or immoral use, nor for any purpose or in any manner which is in violation of any present or future governmental law or regulation, and shall, at all times, be in compliance with the City of Bloomington Fire Code. CSED shall, during the initial term of the lease, continuously use the leased premises for the purposes stated herein.

4. **Utilities.** COUNTY shall provide all electricity, gas, water, and trash services used or consumed by CSED in the leased premises. CSED shall be responsible for the payment of its own telephone or data services.

5. **Building Common Areas.** CSED shall be entitled to use of the areas designated from time to time by COUNTY as "common areas", and which are adjacent to or benefit the leased premises. Such common areas shall include COUNTY designated "customer only" parking areas at BUILDING, adjoining sidewalks, entryway lobby, and atrium areas for the purpose of egress and ingress of CSED employees and clients. Such use shall be subject to the rules and regulations as COUNTY shall from time to time issue.
6. **Maintenance and Repair.** COUNTY shall be responsible for compliance with all building codes, the American's with Disabilities ACT (as to permanent improvements only) and any other environmental or building safety issues and the state, local, and federal regulations relating thereto, perform all general building maintenance and repair. Notwithstanding the foregoing, COUNTY shall not be responsible for the cost of repairs and maintenance caused by the intentional acts or negligence of CSED or its Board, employees or clients. CSED shall keep the interior of premises as well as any portion of the leased premises visible from the exterior clear, orderly, and in good condition and repair, at its own expense. CSED shall keep all glass areas of leased premises clean which are visible from the BUILDING common area hallways. COUNTY shall provide custodial cleaning services each weekday evening. CSED shall be responsible for the repair costs for any damage or graffiti done to BUILDING caused by the clients of CSED. CSED shall be billed for all labor and materials used to repair any damage or graffiti caused by clients of CSED. Such bills shall be payable within 30 days of receipt of repair invoice by CSED.
7. **Parking.** COUNTY shall provide no parking stalls for CSED, and further, CSED agrees to not park any employee vehicles at any time in the lot adjacent to BUILDING under penalty of removal of said vehicle(s) at owners expense.
8. **Alterations.** No alterations, additions or improvements shall be made in or to the leased premises without the prior express written approval of COUNTY. All alterations, additions, improvements, and fixtures which may be made or installed by either of the parties hereto upon the leased premises and which in any manner are attached to the floors, walls or ceilings, shall be the property of COUNTY and at the termination of this agreement, shall remain upon and be surrendered with the leased premises as a part thereof, without disturbance, molestation or injury. Notwithstanding the foregoing, COUNTY may designate by written notice to CSED certain fixtures, trade fixtures, alterations and additions to the leased premises which shall be removed by CSED at the expiration of this agreement. The parties hereto may also

agree in writing, prior to the installation or construction of any alternations, improvements, or fixtures to the leased premises by CSED or its Board may either cause the removal of such items at the time of expiration of this lease, or that they may be left in the leased premises. CSED shall, at its own expense, repair any damages to the leased premises caused by the removal of its fixtures or alternations.

9. Insurance and Indemnity.

a. Covenants to Hold Harmless. CSED agrees to save and hold COUNTY (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, court costs, expenses, causes of action, claims or judgements, resulting from claimed natural persons and any other legal entity, or property of any kind including, but not limited to choses in action) arising out of or in any way connected with this undertaking, whether or not arising out of the partial or sole negligence of COUNTY or its officials, agents, or employees, and shall indemnify COUNTY from any costs, expenses, judgements, and attorney's fees paid or incurred by or on behalf of COUNTY and/or its agents and employees.

b. Fire and Casualty Insurance. COUNTY shall be responsible for obtaining and maintaining a policy of fire and casualty insurance with extended coverage provisions applicable to the leased premises and protecting COUNTY against loss due to the structure of the premises. CSED shall be responsible for obtaining and maintaining a policy for fire and casualty insurance protecting CSED against loss or damage to its furnishings, equipment, and personal property in or on the leased premises.

c. Added Risk. CSED shall also pay any increase in the fire and casualty insurance rates or premiums on the leased premises caused by any increased risk or hazardous business carried on by CSED in the leased premises. The determination of the insurance carrier shall be binding upon the parties as to the added risk resulting from CSED business. CSED's share of the annual insurance premiums for such insurance, as required by this paragraph, shall be paid within ten (10) days after CSED is given written request for same. COUNTY shall invoice CSED without notice or negotiation for any rate increase.

d. Obligation to Carry Public Liability Insurance. CSED shall, during the entire term hereof, keep in full force a policy of public liability insurance with respect to the leased premises and the business operated by CSED in the leased premises, and in which the limits of liability

shall not be less than One Million Dollars (\$1,000,000.00), for personal injuries to any person or persons arising out of a single accident and Five Hundred Thousand Dollars (\$500,000.00) for property damage resulting from any one occurrence. COUNTY shall be named as an additional insured in all policies of liability insurance maintained pursuant to this provision. CSED shall furnish COUNTY a Certificate of Insurance as evidence of insurance that such insurance is in force at all times during the term of this agreement. CSED shall furnish COUNTY additional certificates of CSED's insurance within twenty (20) days of receipt of a written request by COUNTY for such certificate. Insurance must be in a form acceptable to COUNTY and written by an insurance company admitted in the state of Illinois for such coverage.

e. Waiver of Subrogation Rights Under Insurance Policies.

Notwithstanding anything to the contrary contained herein, each of the parties hereto releases the other, and other tenants in BUILDING, to the extent of each party's insurance coverage, from any and all liability for any loss or damage which may be inflicted upon the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party, or other tenants, or their agents, employees or assigns; provided, however, that this release shall be effective only with respect to loss or damage occurring during such time as the appropriate policy of insurance contains a clause to the effect that this release shall not affect the policy or the right of the insured to recover thereunder.

10. **Conduct.** CSED shall not cause or permit any conduct of employees or clients of CSED to take place within the leased premises or building which in any way may disturb or annoy other tenants or occupants of BUILDING or adjacent buildings.
11. **Signs.** No sign, banner, decoration, picture, advertisement, awning, merchandise, or notice on the outside of leased premises or BUILDING, or which can be seen from the outside of leased premises, shall be installed or maintained by CSED without the prior express written approval of COUNTY.
12. **Estoppel.** Each party, within ten (10) days after notice from the other party, shall execute to the other party, in recordable form, a certificate stating that this lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate shall also state the amount of the base rental, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the ten (10) days shall be

conclusive upon the party failing to so deliver for the benefit of the party requesting the certificate and any successor to the party so requesting, that this lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.

13. **Access to the Premises.** COUNTY shall have the right to enter upon the leased premises at anytime for the purpose of inspecting the same, or of making repairs, additions or alterations to the leased premises or any property owned or controlled by COUNTY. For a period commencing one hundred twenty (120) days prior to the termination of this lease, COUNTY may have reasonable access to the leased premises for the purpose of exhibiting the same to prospective tenants with 24 hours notice to CSED.

14. **Hazardous Material.**

a. **Prohibition.** CSED expressly covenants and agrees that it will not cause or permit to be brought to, produced upon, disposed of or stored at the leased premises an hazardous material. For purposes of this provision, hazardous material shall mean any substance, in any form which is regulated or prohibited by statute, regulation, ordinance or rule including, but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 6901, et seq. and regulations promulgated thereunder; the Toxic Substances Control Act, 15 USC 2601, et seq. and regulations promulgated thereunder; of state of Illinois statutes; or any substance which may be harmful to human health or welfare or the environment.

b. **Disclosure, Remediation, Liability, and Indemnification.** CSED expressly covenants and agrees that in the event any hazardous material is produced or stored at, brought to, or released on the leased premises by CSED, its agents, employees, invitees, clients, or licensees, or by the negligence of CSED, its agents, employees, invitees, clients, or licensees,

- (i) CSED shall immediately notify COUNTY of the event;
- (ii) CSED shall take immediate preventive measures to abate the presence of hazardous materials at the leased premises;
- (iii) CSED shall remediate and clean up the leased premises to COUNTY's satisfaction;
- (iv) CSED shall be solely liable for all costs for removal of any hazardous material and for cleanup of the leased premises; and

(v) CSED shall be solely liable for damages arising from any such hazardous materials and does expressly indemnify and hold harmless COUNTY from any claims, liability, expenses or damages, fines, penalties or costs (including actual or incurred attorney's fees) therefor.

c. **Survival.** CSED expressly covenants and agrees that the duties, obligations, and liabilities of CSED under the preceding section 14(a) and 14(b) shall survive the termination of this lease, and are binding upon CSED and its successors and assigns.

15. **Condemnation.** In the event a part of the leased premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit CSED to carry on its business in a manner comparable to which it has become accustomed, then this lease shall continue, but the obligation to pay rent on the part of CSED shall be reduced in an amount proportionate to the area and relative value of the entire premises taken by such condemnation. In the event all of the leased premises shall be taken, or so much of the leased premises is taken that it is not feasible to continue a reasonably satisfactory operation of the business of CSED, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either COUNTY or CSED to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither COUNTY nor CSED shall have any right in or to any award made to the other by the condemning authority.
16. **Destruction.** Except as otherwise provided in this lease, in the event the leased premises are damaged by fire or other casualty covered by the insurance required herein, such damage shall be repaired with reasonable dispatch by and at the expense of COUNTY. Until such repairs are completed, the rent payable hereunder shall be abated in proportion to the area of the leased premises which is rendered untenable by CSED in the conduct of its business. In the event that such repairs cannot, in the reasonable opinion of the parties, be substantially completed within one hundred twenty (120) days after the occurrence of such damage, or if more than fifty percent (50%) of the leased premises have been rendered unoccupiable as a result of such damage, or if there has been a declaration of any governmental authority that the leased premises are unsafe or unfit for occupancy, then COUNTY or CSED shall have the right to terminate this agreement, or any extensions thereof.

17. **Insolvency.** Neither this lease nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if CSED shall be adjudicated insolvent pursuant to the provision of any state or insolvency act, or if a receiver or trustee of the property of CSED shall be appointed by reason of CSED's insolvency or inability to pay its debts, or if any assignment shall be made of CSED's property for the benefit of creditors, then and in any such event, COUNTY, may at its option, terminate this lease, or any extensions thereof, and all rights of CSED hereunder, by giving CSED notice in writing of the election of COUNTY to so terminate.

18. **Assignment and Subletting.** CSED shall not assign or in any manner transfer this agreement or any estate or interest herein without the express written previous consent of COUNTY.

19. **Default.** If CSED shall fail to make any payment of any rent due hereunder within five (5) days of its due date, or if default shall continue in the performance of any of the other covenants or conditions which CSED is required to observe and perform under this lease for a period of thirty (30) days following written notice of such failure, or if CSED shall abandon or vacate the premises during the term of this lease, or if CSED shall cease to entirely own all business operations being carried on upon the premises, then COUNTY may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this lease, and thereupon may, at its option, without notice or demand of any kind to CSED have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:
 - a. Terminate this lease, or any extensions thereof, repossess the leased premises, and be entitled to recover immediately, as liquidated agreed final damages, the total amount due to be paid by CSED during the balance of the initial term of this agreement, or any extensions thereof, less the fair rental value of the premises for said period, together with any sum of money owed by CSED to COUNTY.

 - b. Without waiving its right to terminate this lease, or any extensions thereof, terminate CSED's right of possession and repossess the leased premises without demand or notice of any kind to CSED, in which case COUNTY may relet all or any part of the leased premises. CSED shall

Page eight

be responsible for all costs of reletting. CSED shall pay COUNTY on demand any deficiency from such reletting or COUNTY's inability to do so.

- c. Have specific performance of CSED's obligations.
- d. Cure the default and recover the cost of curing the same being on demand.

20. **Termination; Surrender of Possession.**

a. Upon the expiration or termination of this lease, or any extension thereof, CSED shall:

- (i) Restore the leased premises to their condition at the beginning of the term (other than as contemplated by paragraph eight (8) of this lease), ordinary wear and tear excepted, remove all of its personal property and trade fixtures from the leased premises and the property and repair any damage caused by such removal;
- (ii) Surrender possession of the leased premises to COUNTY; and
- (iii) Upon the request of COUNTY, at CSED's cost and expense, remove from the property all signs, symbols and trademarks pertaining to CSED's business and repair any damages caused by such removal.

b. If CSED shall fail or refuse to restore the leased premises as hereinabove provided, COUNTY may do so and recover its cost for so doing. COUNTY may, without notice, dispose of any property of CSED left upon the leased premises in any manner that COUNTY shall choose without incurring liability to CSED or to any other person. The failure of CSED to remove any property from the leased premises shall forever bar CSED from bringing any action or asserting any liability against COUNTY with respect to such property.

21. **Waiver.** One or more waivers of any covenant or condition by COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by COUNTY to or of any act of CSED requiring COUNTY's consent or approval shall not be deemed to waive or render unnecessary COUNTY's consent or approval to or of any subsequent act by CSED.

22. **Notices.** All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if delivered personally, or if sent by first-class mail, postage prepaid, return receipt requested to the following, or to such other address as shall be furnished in writing to one party by the other:

If to COUNTY:

Office of the County Administrator
McLean County
115 E. Washington Street, Room 401
Bloomington, IL 61702-2400

With Copies to:

Director of Facilities Management
McLean County
104 W. Front Street, Suite 104
Bloomington, Illinois 61702-2400

If to CSED:

Administrative Attorney
Child Support Enforcement Division
200 W. Front Street, 4th Floor
Bloomington, Illinois 61701

23. Agency. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
24. Partial Invalidity. If any term or condition of this lease, or any extension thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or any extension thereof, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.
25. Holding Over. Any holding over after the expiration of the term thereof, with or without the consent of COUNTY, shall be construed to be a tenancy from month to month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.
26. Successors. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors,

administrators, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of CSED unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.

27. Right to Terminate.

a. Notwithstanding any other provision of this lease to the contrary, either party shall have the right to terminate this lease during the initial term or any extension term by giving at least sixty (60) days prior written notice of termination to the other party, by abiding by paragraph 22, page eight (8) of this agreement pertaining to all notices.

b. In the event the Illinois Department of Public Aid or its assigns or successors terminates the agreement of cooperation under which CSED is empowered to perform its duties, CSED and or the County shall have the option to terminate this lease with thirty (30) days written notice to the other.

28. Non-Affiliation Clause. No member of the McLean County Board or any other COUNTY official shall have an interest in any contract let by the McLean County Board either as a contractor or subcontractor pursuant to Illinois Compiled Statutes, 50 ILCS 105/3, et seq.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 15th day of May, 2007.

APPROVED:

McLean County States Attorney

COUNTY OF McLEAN

By: William A. Yoder, McLean County States Attorney

By: Michael F. Sweeney, Chairman of the McLean County Board

ATTEST:

By: _____

By: Peggy Ann Milton, Clerk of the McLean County Board

ATM Machine Agreement

WHEREAS, the County of McLean, P.O. Box 2400, Bloomington, Illinois 61702-2400, a body corporate and politic, (hereinafter referred to as "COUNTY"), and the Bloomington Municipal Credit Union, 602 South Gridley, Bloomington, Illinois 61701, (hereinafter referred to as "BMCU") desire to continue an agreement for BMCU to provide an ATM machine to be located on the north end of the first floor of Government Center, 115 E Washington Street, Bloomington, Illinois,

Now, therefore, it is expressly agreed by the parties as follows:

1. This agreement shall commence on August 1, 2007, and shall terminate on July 31, 2009.
2. BMCU retain the ownership of the ATM machine, and shall be financially responsible for the maintenance and all security of the ATM machine.
3. BMCU shall provide the onsite service and maintenance of the ATM machine and shall replenish and provide the necessary cash on an as needed basis.
4. BMCU shall provide COUNTY with quarterly financial usage reports on the ATM machine and shall maintain the cleanliness of the ATM machine.
5. BMCU shall operate the ATM machine for customer usage only during normal business hours and days the building is open to the public.
6. BMCU shall provide usage of the ATM machine to any customer who uses the correct ATM card and service this machine is equipped to accept.
7. COUNTY shall be financially responsible for the POTTS telephone line.
8. COUNTY shall pay BMCU a \$100 monthly service fee that shall be billed to COUNTY on a quarterly basis.
9. COUNTY shall maintain in-house marketing signage at various locations in the building at COUNTY's discretion.
10. COUNTY assumes no responsibility for the ATM machine specifically, but not limited to, theft, damage, usage delays regarding phone or data lines, lost cash, incorrect withdrawals, power outages, any ATM malfunctions, customer complaints, lost or stolen ATM cards or ATM supplies, or compliance with any ATM regulatory body or banking institution requirements.

Surcharge/Transaction Fee: All transactions being made with the use of a BMCU ATM/debit card will not be assessed a surcharge fee. If it is determined by BMCU that there are at least 50 monthly foreign transactions being conducted, BMCU maintains the

right to initiate a surcharge fee of \$2.00 per transaction. If the surcharge/transaction fee is initiated, the revenue shall be distributed as follows: First 100 monthly foreign transactions – BMCU retains all the revenue. For each monthly foreign transaction exceeding 100 – COUNTY will earn \$1.00 of each transaction. The revenue that COUNTY earns from these transactions will be given in credit form on the quarterly billing statement.

BMCU's insurance and bond will cover the ATM machine, cash within, and the transporting of said cash, and shall list COUNTY and all its officers, officials, agents, and employees as an additional insured and hold COUNTY harmless from all liability, public or private.

The parties hereto agree that either party may cancel this agreement by giving 30 days written notice to the other party. BMCU shall be responsible for removal of the ATM machine within sixty (60) days of the date of the cancellation notice.

Amendments to this agreement may be made from time to time in writing by mutual consent by the parties.

The parties hereto mutually agree that the foregoing constitutes all of the agreements between the parties and in witness whereof the parties have affixed their respective signatures on the dates indicated below.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, thereunto duly authorized at Bloomington, Illinois, this 15th day of May, 2007.

APPROVED:
Bloomington Municipal Credit Union

By: _____
Chief Executive Officer

ATTEST:

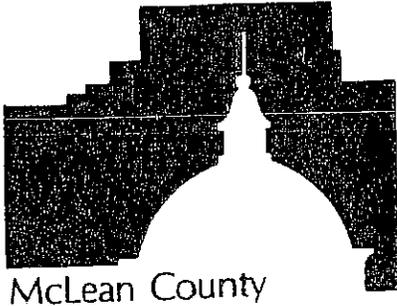
By: _____

APPROVED:
County of McLean

BY: _____
Michael F. Sweeney, Chairman
McLean County Board

ATTEST:

By: _____
Peggy Ann Milton, Clerk of the
McLean County Board



McLEAN COUNTY SHERIFF'S DEPARTMENT
MIKE EMERY, SHERIFF
"Peace Through Integrity"
Administration Office
(309) 888-5034
104 W. Front Law & Justice Center Room 105
P.O. Box 2400 Bloomington, Illinois 61702-2400

Detective Commander (309) 888-5051
Patrol Commander (309) 888-5859
Patrol Duty Sergeant (309) 888-5019
Jail Division (309) 888-5065
Process Division (309) 888-5040
Records Division (309) 888-5055
Domestic Violence Division (309) 888-4940
FAX (309) 888-5072

April 30, 2007

TO: Mr. Tari Renner, Chairman
Justice Committee
FROM: Sheriff Mike Emery
SUBJ: MAY 7th, 2007 JUSTICE COMMITTEE AGENDA

Dear Chairman Renner:

I would respectfully request that the following two (2) items be placed on the May 7th, 2007 Justice Committee Agenda for Information only and one (1) item for Action.

Information

- 1) **McLean County Detention Facility Population Report:** (Please see attached).
- 2) **ATM Machine:** (Please find a copy of the Booking Lobby ATM Proposal and tentative Agreement).

Action

- 1) **McLean County Detention Facility Inmate Phone Card:** At the present time, our Evercom system does not connect to cell phones and inmates have a difficult time getting in touch with family and friends while incarcerated. With the implementation of this plan, family members without funds or with cell phones could be contacted.

Additionally, the cost to the person receiving a phone call from an inmate would be eliminated by the inmate purchasing the time in advance.

Phone cards would be sold through the commissary, but separately from other commissary items, as it would not be a product of Keefe Supply. A form would be made up for the purchase and we could limit the purchase

to weekly if necessary. A "special account" would be added to EJS to accommodate this purchase and to maintain financial records individually.

Phone cards would be purchased through Securus and shipped within a week of their receipt of our order. We would be eligible to receive one order per month with free shipping, but would be required to pay shipping fees for all other orders within the same month. Our billing will have a "net 30" payment cycle.

Each phone card, regardless of the denomination, will have calls at .50 each for local and long distance. Phone cards can be in any denomination as long as they are in .50 cent increments. According to the Securus Territory Manager, the \$20 and \$10 cards are most popular.

Phone cards will be sold through commissary and will be listed on the scan form as a 9800 item. This would place the phone card as the last item on the order form. Inmates will need to watch when they calculate their general commissary spending to ensure they have enough funds to purchase the phone card. Keefe billing will indicate phone card purchases, which will assist in our accurate accounting of the cards. Access to the cards, while on site, will be restricted, due to the fact that when the phone cards are shipped, they are active.

Phone cards will be passed out to inmates on Monday's, which is the day commissary order forms are collected and scanned. This would eliminate confusion on Tuesday when commissary orders are being passed out. Inmates will be required to sign a form when they receive their phone card, which will provide information regarding the rules and directions of the card possession and use.

Attached, please find a copy of the form inmates have to sign when they purchase a phone card, along with the Securus Agreement. I would request that the Justice Committee allow us to enter into this Agreement.

Jail Superintendent Greg Allen and I both plan to attend this meeting and will be prepared to answer any questions you or members of the Committee may have.

Sincerely,


Mike Emery
Sheriff

What you need to know about phone card purchases.

Phone cards are sold in dollar amount, not minute amount. A \$10 phone card will give you 20 minutes of talk time.

Phone cards are active when you receive them. If you lose your phone card anyone can use it. They are your responsibility to keep safe.

You will be required to sign a form for any phone card purchase.

Phone cards purchased from the McLean County Detention Facility with unused minutes can be used at phones outside of the facility. There is an "800" number on your card to use for calls made outside of this facility. Outside phone cards will not work on "blue" phones inside this facility.

We are not responsible for dropped calls made to cell phones.

Phone cards will be ordered with commissary on the commissary order form. It is your responsibility to make sure that you have enough funds for your commissary order and your phone card purchase. Commissary items will be deducted from your funds before a phone card order.

Phone card purchases can only be made on commissary day.

Delivery of phone cards will be handled separate from delivery of all other commissary items.

NO REFUNDS WILL BE MADE FOR ANY REASON!

The below "red" info will be on form signed by inmates.

By signing below I agree to the terms as indicated above as well as any other terms that are set forth by the McLean County Detention Facility staff regarding the use and purchase of phone cards.

Inmate signature

Phone card id #

Date

STATE OF ILLINOIS)
)
COUNTY OF McLEAN) SS

A RESOLUTION OF REAPPOINTMENT OF JOEL VERCLER
AS A TRUSTEE OF THE
CHENOA FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term of Joel Vercler as a Trustee of the Chenoa Fire Protection District, it is advisable to consider a reappointment or Appointment to this position; and,

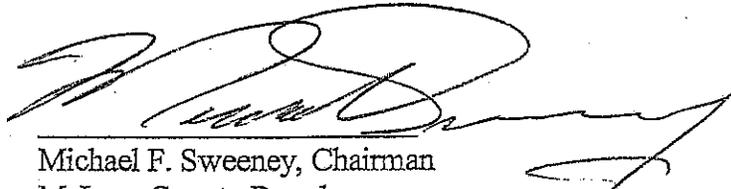
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Joel Vercler as a Trustee of the Chenoa Fire Protection District for a term of three years to expire on April 30, 2010 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Joel Vercler, Al Freehill, Attorney for the District, the County Clerk, County Auditor and the County Administrator's Office.

ADOPTED by the County Board of McLean County, Illinois, this 15th day of May, 2007.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

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STATE OF ILLINOIS)
COUNTY OF McLEAN)

A RESOLUTION FOR REAPPOINTMENT OF DENNIS POWELL
AS A MEMBER OF THE EMERGENCY TELEPHONE SYSTEM BOARD

WHEREAS, due to the expiration of term of Dennis Powell as a member of the Emergency Telephone System Board, it is advisable to consider a reappointment or an appointment to this position; and,

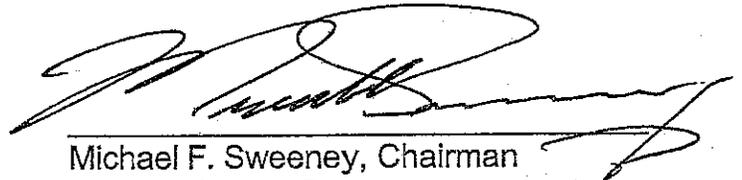
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 50, Section 750/15.4 et. seq. has the responsibility to fill a four-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Dennis Powell as a member of the Emergency Telephone System Board for a four-year term with the term expiring upon the third Tuesday in January, 2011, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Dennis Powell, to the Director of ETSB, the County Clerk, the County Auditor and the County Administrator's Office.

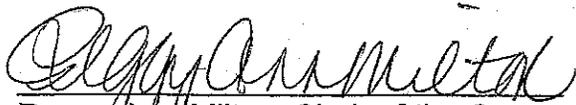
ADOPTED by the County Board of McLean County, Illinois, this 15th day of May, 2007.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

STATE OF ILLINOIS)
)
COUNTY OF McLEAN) SS

A RESOLUTION FOR REAPPOINTMENT OF DAVID ROTH
AS A TRUSTEE OF THE
GRIDLEY FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2007 of David Roth as a Trustee of the Gridley Fire Protection District, it is advisable to consider a reappointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of David Roth as a Trustee of the Gridley Fire Protection District for a term of three years to expire on April 30, 2010 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to David Roth; Benjamin Roth, Attorney for the District, the County Auditor, The County Clerk and the County Administrator's Office.

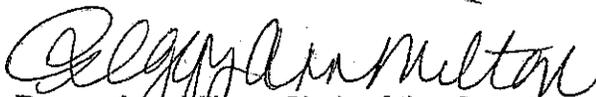
ADOPTED by the County Board of McLean County, Illinois, this 15th day of May, 2007.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



Peggy Ann Wilton, Clerk of the County
Board of the County of McLean, Illinois

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STATE OF ILLINOIS)
)
COUNTY OF McLEAN) SS

A RESOLUTION FOR REAPPOINTMENT OF BRADLEY D. WADE
AS A TRUSTEE OF THE
MT. HOPE-FUNKS GROVE FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2007 of Bradley D. Wade as a Trustee of the Mt. Hope-Funks Grove Fire Protection District, it is advisable to consider a reappointment to this position; and,

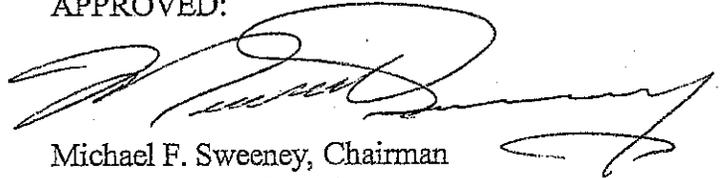
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Bradley D. Wade as a Trustee of the Mt. Hope-Funks Grove Fire Protection District for a term of three years to expire on April 30, 2010 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Bradley D. Wade, Ralph Turner, Attorney for the District; as well as the County Clerk, County Auditor and the County Administrator's office.

ADOPTED by the County Board of McLean County, Illinois, this 15th day of May, 2007.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

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STATE OF ILLINOIS)
)
COUNTY OF McLEAN)

A RESOLUTION FOR APPOINTMENT OF DAN O'NEAL
AS A COMMISSIONER OF THE
BLOOMINGTON TOWNSHIP PUBLIC WATER DISTRICT

WHEREAS, due to the resignation of Jeff Paxton as a Trustee of the Bloomington Township Public Water District, it is advisable to consider an appointment to this position; and,

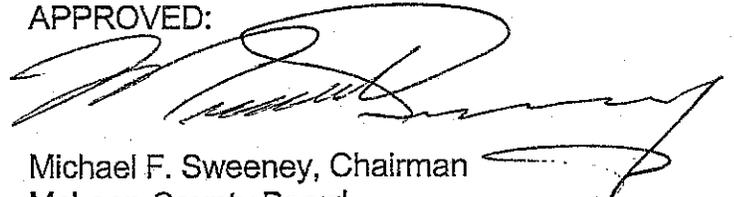
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 5/3.1, has the responsibility to fill the expiration of a five-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Dan O'Neal as a Trustee of the Bloomington Township Public Water District to complete a term of five years scheduled to expire on the 1st Monday in May, 2012 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of appointment to Mr. Dan O'Neal, Mr. Dan Deneen, Attorney for the District, the County Auditor, the County Clerk and the County Administrator's Office.

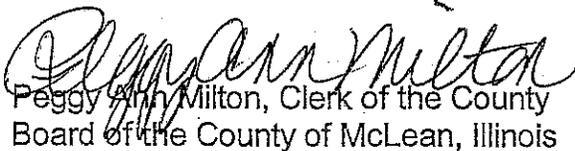
ADOPTED by the County Board of McLean County, Illinois, this 15th day of May, 2007.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

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STATE OF ILLINOIS)
)
COUNTY OF McLEAN) SS

A RESOLUTION OF APPOINTMENT OF STEPHEN L. ROUSEY
AS A TRUSTEE OF THE CLEARVIEW SANITARY DISTRICT

WHEREAS, due to the resignation Louise Reeves as Trustee of the Clearview Sanitary District, it is advisable to consider an appointment to this position; and

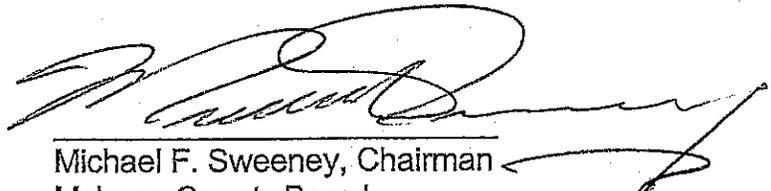
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 90, 2805/3, has the responsibility to fill the three-year term by appointment, or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED, that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Stephen L. Rousey as a Trustee of the Clearview Sanitary District to complete a three-year term scheduled to expire on the first Monday in May, 2009 or until a successor shall have been qualified and appointed.

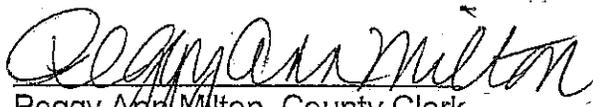
BE IT FURTHER RESOLVED, that the County Clerk forward a certified copy of this Resolution of Appointment to Stephen L. Rousey, Robert Deneen, Attorney of the Clearview Sanitary District; the County Clerk, the County Auditor and the County Administrator's Office.

ADOPTED by the County Board of McLean, County, Illinois this 15th day of May 2007.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


Peggy Ann Milton, County Clerk
Board of the County of McLean, Illinois

STATE OF ILLINOIS

COUNTY OF McLEAN

A RESOLUTION FOR APPOINTMENT OF STEVE WHELAN
AS A MEMBER OF THE McLEAN COUNTY BOARD OF REVIEW

WHEREAS, due to the resignation of Winford L. McElroy as a member of the McLean County Board of Review, it is advisable to consider an appointment to this position; and,

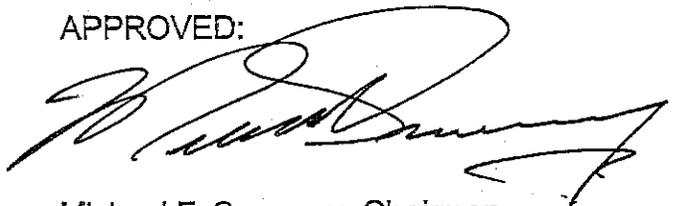
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 35 ILCS 205/8 has the responsibility to fill the expiration of a two-year term by appointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board, now in regular session, deems it necessary to give its advice and consent to the appointment of Steve Whelan as a member of the McLean County Board of Review for a two year term scheduled to expire on June 1, 2009 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a copy of this Resolution of Reappointment to Steve Whelan, the McLean County Supervisor of Assessments, the County Clerk, the County Auditor and the County Administrator's Office.

ADOPTED by the County Board of McLean County, Illinois, this 15th day of May, 2007.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR APPOINTMENT OF MARC G. JUDD
AS A MEMBER OF THE
ZONING BOARD OF APPEALS

WHEREAS, due to the resignation of David J. Kinsella as a member of the Zoning Board of Appeals, it is advisable to consider an appointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 55, Sec. 5/5-12010 has the responsibility to fill the expiration of a five-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Marc G. Judd as a member of the Zoning Board of Appeals to complete a term of five years to expire on June 27, 2009 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Appointment to Marc G. Judd, the Office of Building and Zoning, the County Clerk, the County Auditor and the County Administrator.

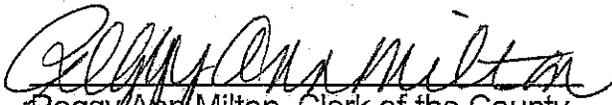
Adopted by the County Board of McLean County, Illinois, this 15th day of May, 2007.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

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A RESOLUTION FOR APPOINTMENT OF DAVID KINSELLA
AS A MEMBER OF THE
ZONING BOARD OF APPEALS

WHEREAS, due to the resignation of Dale Williamson as an Alternate member of the Zoning Board of Appeals, it is advisable to consider an appointment to this position; and,

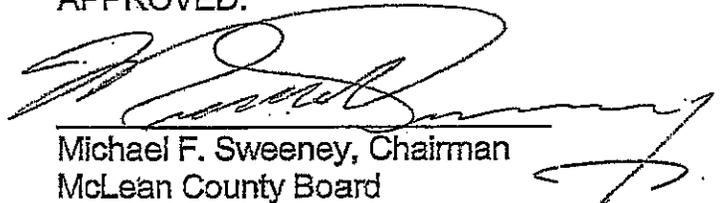
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 55, Sec. 5/5-12010 has the responsibility to fill the expiration of a five-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of David Kinsella as an Alternate member of the Zoning Board of Appeals to complete a term of five years to expire on January 1, 2012 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Appointment to David Kinsella, the Office of Building and Zoning, the County Clerk, the County Auditor and the County Administrator.

Adopted by the County Board of McLean County, Illinois, this 15th day of May, 2007.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

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Members Owens/Selzer moved the County Board approve the Consent Agenda as amended. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

EXECUTIVE COMMITTEE:
Member Sorensen, Vice-Chairman, presented the following:

WALTER D. CLARK
1102 Asbury Farms Ct.
Normal, IL 61761
(309)862-4350

April 19, 2007

Mr. Mike Sweeney, Chairman
McLean County Board
Government Center
115 E. Washington St.
Bloomington, IL 61701

Dear Mr. Sweeney:

I am very interested in filling the County Board District #5 vacancy. I have been a McLean County resident for over 36 years and a resident of Normal for over half of that time. I believe my demonstrated experience in management, government administration and budgeting will be an asset to the County Board.

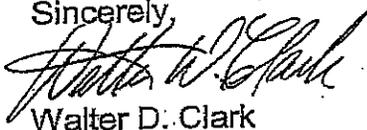
As a resident of McLean County, I have appreciated the application of good judgment by the Board and the conservative nature of the way it does its business. I believe I will bring like judgments and continued fiscal responsibility to the Board.

I retired from the Normal Police Department in 2004 after nearly 33 years of service, the last nine years as Chief of Police. The past two and one half years, I have served as Director of the Law and Justice Commission Mobile Team Eight. This Commission is responsible for in-service police training for a four county region, including McLean County. The majority of the Commission's operating budget is provided through a state training grant, with the remainder coming from 32 local government bodies.

Since retiring from the Normal Police Department, I have kept active with Town government. In December of 2004, Normal Mayor Chris Koos asked me to Chair the Community Enrichment Committee. The Committee's charge was to further explore the role the Town should serve in promoting and encouraging positive youth and family development in the community.

I would be happy to have the opportunity to share with you and the Executive Committee why I would like to serve on the County Board.

Sincerely,



Walter D. Clark

WALTER D. CLARK
1102 Asbury Farms Ct.
Normal, IL 61761
(309)862-4350

QUALIFICATIONS: Forty years of managerial and administrative responsibilities involving duties in operations, community relations, labor negotiations, training, data analysis, reporting, human resources, investigation, inter-agency communications, grants, purchasing and budgeting. Forty years of management experience in business and government; earned a reputation for integrity, leadership and managerial ability. Certified Police Chief through Illinois Association of Chiefs of Police.

EDUCATION: University of Illinois at Springfield, Springfield, Illinois
B.A., Social Justice – 1977
University of Virginia, Graduate Studies
National F.B.I. Academy, Graduate
Continuing Education, Numerous schools, seminars and training in management and public safety
Licensed Real Estate Sales Person, (not in active sales)

EMPLOYMENT: Law & Justice Commission, MTU #8
Director July 12, 2004 – Present

Normal Police Department, Normal, Illinois
Chief of Police 1995 – 2004
Assistant Chief of Operations 1991 – 1994
Assistant Chief of Support Services 1989 – 1990
Lieutenant 1983 – 1989
Sergeant 1978 – 1983
Executive Aide to Chief 1974 – 1978
Detective/Investigator 1973 – 1974
Patrol Officer 1971 - 1973

General Grocer of Illinois
District Manager, Wholesale/Retail Grocery 1970 – 1971

Jewel Tea Company, Melrose Park, Illinois
Store Manager, Retail Grocery 1967 – 1970

High Low Foods, Inc., Chicago, IL
Assistant Manager, Retail Grocery 1967

MILITARY: U.S. Navy Recruiting Service, Washington, D.C.
Bureau of Naval Personnel 1963 – 1967

AFFILIATIONS: Normal Community Enrichment Committee Chairman; Illinois Association of Chiefs of Police; F.B.I. National Academy Associates of Illinois, Past President (Southern Division); McLean County Crimestoppers, Past Police Coordinator; Normal Lions Club, Past President; Normal Employees Assistance Program Committee Past Chairman; Normal Employee Credit Union, Past President; University of Illinois Alumni Association

Members Gordon/Cavallini moved the County Board approve a Request for Approval of the Chairman's Recommendation on Appointment Mr. Walter D. Clark to County Board District #5. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried. Ms. Milton then administered the Oath of Office.

Member Sorensen, Vice-Chairman, presented the following:

A RESOLUTION OF THE McLEAN COUNTY BOARD
APPROVING THE CHAIRMAN'S APPOINTMENTS TO THE
STANDING COMMITTEES, SUBCOMMITTEES AND THE
LIQUOR CONTROL COMMISSION OF THE McLEAN COUNTY BOARD

WHEREAS, on February 20, 2007, the McLean County Board adopted the *Rules of the County Board of McLean County*; and,

WHEREAS, pursuant to Section 5.11-3 of the *Rules of the County Board of McLean County*, the Chairman shall appoint the members of all Standing Committees, Subcommittees and the Liquor Control Commission not later than the December Board meeting in each year in which Board elections are held, subject to approval by the members of the Board; and,

WHEREAS, pursuant to Section 5.11-7 of the *Rules of the County Board of McLean County*, the Chairman has recommended and the Board has approved an appointment to fill the vacant County Board seat in District #5, thereby requiring that the Chairman recommend appointments to the Standing Committees, Subcommittees and the Liquor Control Commission; now, therefore,

BE IT RESOLVED by the McLean County Board as follows:

(1) The following appointments to the Standing Committees of the McLean County Board, as recommended by the Chairman, are hereby approved by the County Board:

Executive Committee

Michael F. Sweeney, Chairman
Matt Sorensen, Vice Chairman
Diane R. Bostic
George Gordon
Tari Renner
Paul R. Segobiano
Stan Hoselton
Bob Nuckolls
Benjamin Owens

Finance Committee

Matt Sorensen, Chairman
David F.W. Selzer, Vice Chairman
Bob Nuckolls
Duane L. Moss
John A. Butler
Bette Rackauskas

Justice Committee

Tari Renner, Chairman
Benjamin Owens, Vice Chairman
David F.W. Selzer
Bette Rackauskas
Ann Harding
John A. Butler

(2)

Property Committee

Diane R. Bostic, Chairman
Ann Harding, Vice Chairman
Rick Dean
Cathy Ahart
Duane L. Moss
Don Cavallini

Land Use and Development Committee

George Gordon, Chairman
Paul R. Segobiano, Vice Chairman
Cathy Ahart
Terry Baggett
William T. Caisley
Walter Clark

Transportation Committee

Stan Hoselton, Chairman
Rick Dean, Vice Chairman
Don Cavallini
William T. Caisley
Terry Baggett
Walter Clark

(2) The following appointments to the Subcommittees and the Liquor Control Commission of the McLean County Board, as recommended by the Chairman, are hereby approved by the County Board:

Rules Subcommittee

Matt Sorensen, Chairman
George Gordon, Vice Chairman
David F. W. Selzer
Duane L. Moss

Legislative Subcommittee

Michael F. Sweeney, Chairman
Matt Sorensen, Vice Chairman
George Gordon
Stan Hoselton
Rick Dean

Liquor Control Commission

Michael F. Sweeney, Chairman
Stan Hoselton, Vice Chairman
Diane R. Bostic
Rick Dean

(3) The County Clerk shall provide a certified copy of this Resolution to the County Administrator, the State's Attorney, and the First Civil Assistant State's Attorney.

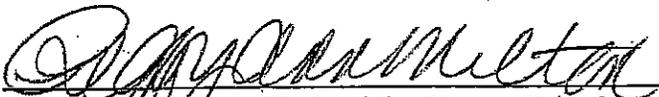
(3)

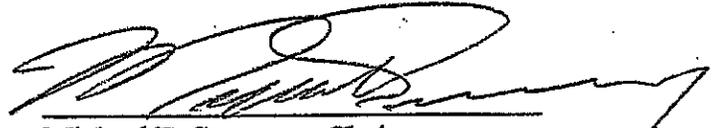
(4) This Resolution shall become effective immediately upon approval and adoption.

ADOPTED by the McLean County Board this 15th day of May, 2007.

ATTEST:

APPROVED:


Peggy Ann Milton, Clerk of the County Board,
McLean County, Illinois


Michael F. Sweeney, Chairman
McLean County Board

Members Sorensen/Renner moved the County Board approve a Request for Approval of a Resolution Approving the Chairman's Appointments to the Standing Committees, Sub-Committees and the Liquor Control Commission of the McLean County Board. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Vice-Chairman, presented the following:

**A RESOLUTION OF THE McLEAN COUNTY BOARD
IN CONNECTION WITH THE VILLAGE OF DOWNS
TAX INCREMENT FINANCE DISTRICT AND AN
EXTENSION OF DOWNTOWN REDEVELOPMENT
PROJECT AREA (TIF #1)**

WHEREAS, under the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 *et seq.*, the "TIF Act") the Village of Downs, Illinois on September 9, 1999 adopted a series of ordinances adopting and approving the Downtown Redevelopment Project Area (TIF #1) (the "Redevelopment Project Area") and the related redevelopment plan (the "Redevelopment Plan"), designated the Downtown Redevelopment Project Area (the "Redevelopment Project Area") and adopted tax increment finance ("TIF") to effect the Redevelopment Project and the Redevelopment Plan for the Redevelopment Project Area; and,

WHEREAS, the Village has, and reasonably expects to have, private sector proposals for private development and redevelopment within the Redevelopment Project Area and finds that it is desirable and in the Village's best interest to have the ability to offer developers and redevelopers more time than is presently available in the life of the Redevelopment Project Area to recover qualifying redevelopment project costs; and,

WHEREAS, the Village has requested that the McLean County Board support the Village's request for a nine-year extension in the life of the Village's Downtown Redevelopment Project Area;

NOW, THEREFORE, BE IT ORDAINED BY THE McLEAN COUNTY BOARD,
as follows:

Section 1. Requests. The McLean County Board hereby supports the request of the Village of Downs, Illinois, that the General Assembly legislate, and the Governor approve, an approximate nine-year extension from 23 years to 32 years (through the year 2031) in the life of the Downtown Redevelopment Project Area.

Section 2. Assistance. The McLean County Board hereby requests that the members of the General Assembly representing the Village support legislation to effect such an extension.

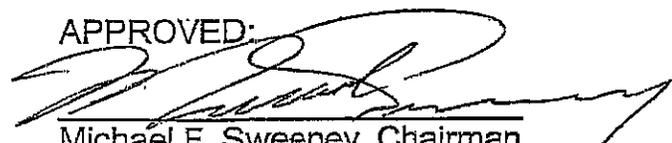
Section 3. Certification. The McLean County Board hereby directs the County Clerk to forward a certified copy of this Resolution to the Mayor of the Village of Downs.

ADOPTED by the McLean County Board this 15th day of May, 2007.

ATTEST:


Peggy Ann Milton, County Clerk
McLean County, Illinois

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

CERTIFICATION OF RESOLUTION

I, the undersigned, do hereby certify that I am the duly elected, qualified, County Clerk of the County of McLean, Illinois (the "County"), and as such official I am the keeper of the records and files of the County and of its Chairman and County Board.

I do further certify the attached resolution constitutes a full, true and correct excerpt from the proceedings of the McLean County Board held on May 15, 2007, insofar as same relates to the adoption of a Resolution.

A RESOLUTION OF THE McLEAN COUNTY BOARD IN CONNECTION WITH THE VILLAGE OF DOWNS TAX INCREMENT FINANCE DISTRICT AND AN EXTENSION OF DOWNTOWN REDEVELOPMENT PROJECT AREA (TIF #1),

A true, correct and complete copy of which resolution as adopted at such meeting appears in the minutes of such meeting and is hereto attached. Such resolution was adopted and approved on the date thereon set forth by not less than an affirmative vote of a majority of the County Board.

I do further certify that the deliberations of the County Board on the adoption of the above resolution were taken openly, that the vote on the adoption of such resolution was taken openly and was preceded by a public recital of the nature of the matter being considered and such other information as would inform the public of the business being conducted, that such meeting was held at a specified time and place convenient to the public, that notice of such meeting was duly given to all of the news media requesting such notice, that such meeting was called and held in strict compliance with the provisions of the Illinois Municipal Code, as amended, and that the County Board has complied with all of the applicable provisions of such laws and such Code and their procedural rules in the adoption of such resolution.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the County of McLean, Illinois, this 15th day of May, 2007.


Peggy Ann Milton, County Clerk
McLean County, Illinois

(SEAL)

Members Sorensen/Renner moved the County Board approve a Request for Approval of a Resolution of the McLean County Board in Connection with the Village of Downs Tax Increment Finance District and an Extension of Downtown Redevelopment Project Area (TIF #1). Clerk Milton shows all Members present voting in favor of the Motion except Member Clark who voted present. Motion carried.

Member Sorensen, Vice-Chairman, presented the following:

AN ORDINANCE AMENDING "AN ORDINANCE DESCRIBING AND DESIGNATING AN AREA LOCATED PARTIALLY WITHIN THE CITY OF BLOOMINGTON, THE TOWN OF NORMAL AND UNINCORPORATED MCLEAN COUNTY AS AN ENTERPRISE ZONE"

WHEREAS, the County of McLean did on December 18, 1984 adopt an *Ordinance Describing and Designating an Area Located Partially within the City of Bloomington, Town of Normal and Unincorporated McLean County as an Enterprise Zone*; and

WHEREAS, the County of McLean did on March 19, 1985 amend said Ordinance by revising the functions of the designated zone organizations and the powers and duties of the zone administrator; and

WHEREAS, the County of McLean did on October 15, 1985 amend said Ordinance by extending the duration of the Enterprise Zone and providing certain tax abatements therein; and

WHEREAS, the County of McLean did on July 15, 1986 amend said Ordinance by amending the territory included in the Enterprise Zone; and

WHEREAS, the County of McLean did on December 15, 1998 amend said Ordinance by extending the duration of the Enterprise Zone to December 31, 2005, and removing local tax incentives in the Enterprise Zone post December 31, 1998; and

WHEREAS, the County of McLean did on December 20, 2005 amend said Ordinance by amending the territory included in the Enterprise Zone to include property for a wind farm in Eastern McLean County, Illinois; extending the duration of the Enterprise Zone to December 31, 2015; adopting an Enterprise Zone Certification Fee; and enacting a technical correction regarding the issuance of a Certificate of Eligibility for Sales Tax Exemption in order to claim a sales tax exemption on building materials for eligible projects; and to clarify that the local sales tax exemption on building materials for eligible projects is available for nonresidential projects; and

WHEREAS, the County of McLean did on May 16, 2006 amend said Ordinance by amending the territory included in the Enterprise Zone to include property for the Afni, Inc. expansion; and

WHEREAS, the County of McLean did on January 16, 2007 amend said Ordinance by amending the territory in the Enterprise Zone to include property located in Uptown Normal and revise the Certification Fee imposed for development within the Enterprise Zone; and

WHEREAS, the County of McLean did on March 20, 2007 amend said Ordinance by amending the territory in the Enterprise Zone to include a wind farm in eastern McLean County; and

WHEREAS, the County of McLean now desires to amend said Ordinance by amending the territory in the Enterprise Zone to include property located in north Normal (Wildwood warehouse); and

WHEREAS, a public hearing regarding such amendments has been held as provided by law; now, therefore

BE IT ORDAINED by the County Board of McLean County, Illinois as follows:

SECTION ONE: That Appendix "A" which is attached to the original *Ordinance Describing and Designating an Area Located Partially within the City of Bloomington, Town of Normal and Unincorporated McLean County as an Enterprise Zone* and incorporated by reference in Section One of said Ordinance and amended by the Ordinance enacted on July 15, 1986; and further amended by the Ordinance enacted December 20, 2005; and further amended by the Ordinance enacted May 16, 2006; and further amended by the Ordinance enacted June 20, 2006; and further amended by the Ordinance enacted January 16, 2007; and further amended by the Ordinance enacted March 20, 2007 shall be, and the same is, hereby further amended by adding the property described in "Exhibit 1-Wildwood Warehouse" a copy of which is attached hereto and incorporated herein by reference.

SECTION TWO: That the provisions of said Ordinance as previously amended and as hereby amended, being an *Ordinance Describing and Designating an Area Located Partially within the City of Bloomington, the Town of Normal, and Unincorporated McLean County as an Enterprise Zone* shall remain in full force and effect.

SECTION THREE: That this Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law and from and after its approval by the Illinois Department of Commerce and Economic Opportunity.

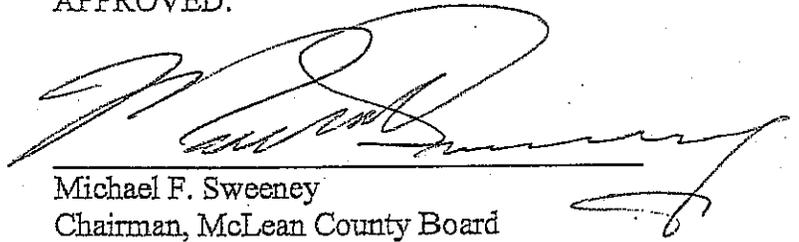
SECTION FOUR: That the County Clerk be and she is hereby directed and authorized to publish this Ordinance in pamphlet form as required by law and forward a certified copy of this Ordinance to the Illinois Department of Commerce and Economic Opportunity for its approval and to file a certified copy of this Ordinance with County Clerk for McLean County.

SECTION FIVE: That this Ordinance is adopted pursuant to the authority granted the County of McLean by the Illinois Enterprise Zone Act.

SECTION SIX: That the Enterprise Zone Administrator is hereby authorized and directed to cause application to be made to the State of Illinois pursuant to the Illinois Enterprise Zone Act.

APPROVED this 15th day of May, 2007.

APPROVED:


Michael F. Sweeney
Chairman, McLean County Board

ATTEST:


Peggy Ann Milton
Clerk of the County Board of McLean
County, Illinois

(SEAL)

EXHIBIT 1-WILDWOOD WAREHOUSE

4600.832

3/16/07

RDN:kk

Enterprise Zone Extension

Legal Description Tract I

A part of the SW $\frac{1}{4}$ of Section 9, a part of the W $\frac{1}{2}$ of Section 16, a part of the W $\frac{1}{2}$ of Section 21, a part of the W $\frac{1}{2}$ of Section 28, a part of Section 29, and a part of Section 30, all in Township 24 North, Range 2 East of the Third Principal Meridian, Town of Normal, McLean County, Illinois, being a tract of land 3 feet of even width lying 1.5 feet on each side of the following described centerline: Beginning at a point on the east line of the Bloomington/Normal "Enterprise Zone" as described in Ordinance No. 3618 dated May 19, 1986, filed with the Town Clerk of the Town of Normal, Illinois, said point being the intersection of the east right of way line of White Oak Road (Formerly U. S. Route 150), and the westerly extension of the centerline of West College Avenue; thence Easterly 3613 feet on the westerly extension and the centerline of said West College Avenue to the centerline of Parkside Road; thence Easterly 2715 feet on the centerline of said West College Avenue to the centerline Cottage Avenue; thence Easterly 2709 feet on the centerline of said West College Avenue to the centerline of Adelaide Street; thence Easterly 1833 feet on the centerline of said West College Avenue and Sudduth Road extended easterly to the centerline of northbound North Main Street (U.S. Route 51); thence Northerly 309 feet on the centerline of said North Main Street to the centerline of West College Avenue, as lying east of North Main Street; thence Northerly 1904 feet on the centerline of said North Main Street to the centerline of Gregory Street and Bowles Street; thence Northerly 739 feet on the centerline of said North Main Street to the centerline of Gregory Street, as lying east of North Main Street; thence Northerly 5040 feet on the centerline of said North Main Street to the centerline of Raab Road; thence Northerly 6740 feet on the centerline of said North Main Street to the south line of N $\frac{1}{2}$ of the S $\frac{1}{2}$ of said Section 9; thence continuing Northerly 86.7 feet on the centerline of said Main Street to a point lying 86.5 feet North of the south line of N $\frac{1}{2}$ of the S $\frac{1}{2}$ of said Section 9; thence Easterly 79.8 feet parallel with the south line of the N $\frac{1}{2}$ of the S $\frac{1}{2}$ of said Section 9 to the Point of Termination on the east right of way line of said North Main Street, containing 77,306 square feet/1.77 acres, more or less.

Legal Description Tract II

The N $\frac{1}{2}$ of the S $\frac{1}{2}$ of Section 9, Township 24 North, Range 2 East of the Third Principal Meridian which lies Westerly of and adjacent to a line that lies parallel and 25 feet Westerly from the centerline of the Illinois Central Gulf's Amboy District North Main track on the East and the highway on the West, being North Main Street of Bloomington, Illinois, as extended North, EXCEPTING THEREFROM that part conveyed to McLean County Service Company in Quit

Claim Deed recorded January 5, 1996 as Document No. 96-505, ALSO
EXCEPTING the South 85 feet thereof, in McLean County, Illinois, said tract
containing 3,000,413 square feet/68.88 acres, more or less.

EDC ACTION REPORT

WILDWOOD INDUSTRIES ENTERPRISE ZONE EXPANSION

To: Mark Peterson, City Manager, Normal
Tom Hamilton, City Manager, Bloomington
John Zeunik, County Administrator, McLean
County

PREPARED BY: Marty Vanags, CEO of the EDC
Enterprise Zone Administrator

ATTACHMENTS:

- Letter from William Wetzel, Attorney
Representing Wildwood Industries
- Enterprise Zone Certification Fee Calculation
- Enterprise Zone Expansion Criteria

CURRENT STATUS:

The Economic Development Council is the Administrator of the Bloomington-Normal-McLean County Enterprise Zone. The EDC provides administrative services and manages the expansion and project certification process and works with the State of Illinois with any issues related to the Enterprise Zone. The EDC also files a quarterly report with the State of Illinois reporting on changes to the existing Enterprise zone.

After the last extension and with the anticipation of new expansion requests, the EDC and the units of government met and developed new expansion criteria. These expansion criteria are listed in the attached document. State law does not dictate what criteria are required to expand the enterprise zone at the local level. The state does require that expansions can only be done using the original poverty qualifications, or through what is deemed "single project" expansions. It was decided that in order to maintain the original goals of the enterprise zone, that expansions should only be considered when the applicant has met some stringent requirements. A copy of the criteria is attached.

DISCUSSION/ANALYSIS

Based upon the criteria established the proposed applicant does meet the qualifications to be considered for an enterprise zone expansion:

1. The anticipated value of the project for Phase I is \$23 million dollars exceeding the \$10 million dollar threshold. Phase II will likely be developed which will more than double the value of the project.

2. The project is expected to generate in excess of the \$100,000 of tax revenue. The value of the property once fully developed will have a property value of approximately \$18 to \$20 million if fully utilized. This means the property would generate approximately \$440,000 in property taxes alone.
3. The job creation criteria of the project, while not meeting the 100 job minimum at \$25,558 (Median family income of \$51,176 x 50%) as set forth in our criteria, the job creation is significant with 72 jobs meeting that criteria (see attached letter).

The applicant does meet two out of three criteria and is nearly meeting the job creation criteria.

The applicant also meets the other criteria required. The applicant indicates that only site with adequate utilities that would meet their other criteria (which includes interstate access and visibility) is too costly to develop. In addition, the operation is a highly intensive logistics operation and they need to be as close to the east-west access point of the interstate as possible. Another site they were considering just outside the enterprise zone (and just adjacent) would have needed \$3.2 million in offsite improvements as well.

RECOMMENDATION:

Based upon the information we have regarding the project, I would recommend the enterprise zone be expanded to assist the Wildwood Project. This project will be of high quality concrete construction, provide many jobs at higher wage rates, and provide additional tax base. The estimated savings the project would receive if they fully take advantage of the sales tax exemption on building materials would be \$828,000.

Please feel free to call me should you have any questions regarding this matter.

LAW OFFICE
LIVINGSTON, BARGER, BRANDT & SCHROEDER

SUITE 400
115 W. JEFFERSON STREET
POST OFFICE BOX 3457
BLOOMINGTON, ILLINOIS 61702-3457
(309) 828-5281 FAX (309) 827-3432

WILLIAM R. BRANDT
JAMES T. FOLEY
WILLIAM C. WEYSEL
THOMAS M. BARGER, III
CHRISTOPHER L. NYWIDE
EUGAN H. BRANDT
RICHARD E. STITES
PETRE W. BRANDT
THOMAS H. DORTON
RICHARD T. MARVEL
KIRK A. HOLMAN
MICHAEL A. WENZNIK
THOMAS A. JENNINGS
BARBARA O. TAFT
RYAN D. GARNELGAARD
ADAM T. SMITH

HERBERT M. LIVINGSTON
(1994-1997)
RALPH E. SCHROEDER
(1927-1991)
THOMAS M. BARGER, JR.
(1911-1992)

April 17, 2007

Via email

Economic Development Council
Of the Bloomington Normal Area
ATTN: Marty Vanags, Director

IN RE: Wildwood Industries, Inc./Enterprise Zone Expansion

Dear Marty:

Thank you very much for your assistance in connection with the Wildwood Industries, Inc. proposed development to be located on Kerrick Road at the north edge of Normal. We believe this will be a benefit to the entire McLean County community both because of its provision of new jobs and because of the significant property tax revenue it should generate.

We have reviewed the criteria for expansion which you recently forwarded to us. We believe the project meets all three of the mandated criteria and in support thereof we submit the following:

1. We understand the reference to "primary wage jobs" is to those jobs which pay 50% of "median family income" for the community. We further understand that the "median family income" for this community is \$51,176. The project involves the possibility of two phases. The first phase, which will begin as soon as possible, involves the construction of a 500,000 square foot warehouse and office complex. The second phase, which will be constructed when the business circumstances warrant it, will consist of approximately 500,000 square feet of additional warehouse space. In the first phase it is anticipated that the project will involve 15 drivers at an annual compensation rate of \$55,000.00 per year, 25 management personnel with a compensation rate of \$25,000 to \$40,000 per year, 32 lead positions at a compensation rate of approximately \$28,000 per year and 120 skilled laborers at an annual compensation rate of \$15,000 to \$18,000 per year.

April 17, 2007
Page 2

2. The anticipated cost of the project for Phase I is \$23,000,000 excluding land, soft costs, as well as fixtures, furniture and equipment.

3. The McLean Assessor's Office will establish the assessed valuation for the project based upon the applicable law. Utilizing the information available to us the property tax generated by the facility will exceed \$100,000 per year.

Based upon the foregoing we believe we have met all three criteria.

A second set of criteria for expansion of the Enterprise Zone relates to the lack of a suitable alternative site currently located within the Enterprise Zone. We believe we meet these criteria due to the fact that the only site available within the current boundaries of the Enterprise Zone that has a full complement of utilities available to it has such variations in elevations due to the hilly nature of the area that the necessary earth moving to accommodate the building proposed by Wildwood Industries, Inc. would be prohibitively expensive.

We look forward to working with you in moving through the process and certainly if you have any questions or need additional information you should contact the undersigned.

Yours very truly,

LIVINGSTON, BARGER, BRANDT & SCHROEDER

William C. Wetzel
WCW/dsg

**Bloomington-Normal-McLean County Enterprise Zone
Certification Fee Calculation**

Total Project Value (TPV)		\$23,000,000
Labor Costs	\$	9,200,000
Construction Value	\$	13,800,000
Estimated Savings Rate (Ave. Sales Tax)		6.00%
Estimated Sales Tax Savings in EZ		\$828,000
Certification Fee Rate		2.50%
Certification Fee		\$20,700



ECONOMIC DEVELOPMENT COUNCIL
OF THE BLOOMINGTON-NORMAL AREA

Bloomington-Normal-McLean County Enterprise Zone

Criteria for Expansion

The Enterprise Zone (EZ) was established in 1984 by joint agreement by the City of Bloomington, Town of Normal and McLean County to help provide additional incentives to the new Mitsubishi Plant being located in the area. The EZ is a creation of the State of Illinois and because of that we can only offer the incentives outlined in the State enabling ordinance. Expansion of the EZ is also dictated by State statute and it allows expansion by two methods: Option 1 which is for single purpose projects, or by Option 2, expanding the EZ through the original poverty criteria.

Any expansion of the EZ will be considered only if the project meets two of the three following criteria:

1. The project must create or retain 100 full-time equivalent primary wage jobs within 12 months of the date the project begins operations. Primary wage jobs are defined by jobs paying 50% of the median family income for the community which as of January 1, 2007 was \$51,176.
2. The value of real property in the project must be at least \$10 million, excluding land, soft costs, as well as fixtures, furniture and equipment.
3. The project must generate tax revenue of \$100,000. This can be sales tax or property tax or a total based upon the combination of both.

Once this criterion is met, the potential applicant must show the EZ Administrator that a building or site in the current boundaries of the EZ is not suitable due to one or more of the following conditions:

1. Inadequate utilities to meet the needs of the project.
2. Inadequate transportation or rail facilities or access to a site.
3. Inability to acquire property at a cost suitable to the project owners.

Any expansion of the EZ must meet current long range land use planning requirements and or be consistent with the existing zoning classification.

Members Sorensen/Owens moved the County Board approve a Request for Approval of an Ordinance Amending "An Ordinance Describing and Designating an Area located partially within the City Of Bloomington, the Town of Normal and Unincorporated McLean County as an Enterprise Zone." Member Cavallini asked the following: is any of that \$800,000+ reflected in Bloomington and Normal sales tax collection or is that simply sales tax at the State level? Also, how many of these enterprise districts are there throughout the State and to what extent are different organizations and units of government voting to forfeit the sales tax that could go to the State of Illinois? My general comment here is that I have a little trouble playing Santa Claus with someone else's money. Chairman Sweeney stated the following: it seems to me like you have asked three questions. Can you ask these in a logical sequential order? Member Cavallini stated the following: the first question is regarding sales tax at local level. Chairman Sweeney stated the following: I'm going to turn this over to Marty Vanags. Mr. Vanags stated the following: that \$800,000 could be spread across the State of Illinois. The requirement to get the exemption by the builder is that they buy the materials in the State of Illinois. It could be Winnebago County, Cook County, or wherever they would like to buy material for this facility. It is an inducement to buy locally or to buy within the State of Illinois even though the government doesn't get the tax it certainly helps local business. Member Cavallini asked the following: how many of these enterprise zones are doing the same thing and are we talking about more than \$800,000? Mr. Vanags stated the following: there are 50 or 60 enterprise zones throughout the State and they do not allow any more enterprise zones since the first ones were established back in the 80's. I think that some of them are doing the same thing but the State nor anyone else calculates that number so I wouldn't know how many do that. In addition, most of the enterprise zones actually provide additional tax incentives like tax abatements like this one did for Mitsubishi and do it on a continuing basis which we don't do here. Member Cavallini stated the following: I guess my concern is that in light of the State's financial situation, which I think everyone is well aware of, it is nice to be able to play Santa Claus with someone else's money. I just feel that you need to look at the big picture. When the State is grappling with its budgetary issues, \$800,000 might not seem like much but on the other hand, we don't know how much is being lost from sales tax revenues. The State will have to come up with a plan to bring revenue in and so far it doesn't look like they have been successful. I have serious reservations regarding the timing of this and maybe when this concept was approved many years ago the State was on stronger financial footing and could afford to offer these kinds of incentives. I'm not opposed to Wildwood Industries coming to our area, in fact I would encourage them to come in, but I am concerned about the big picture and our little part of fitting in to that. Mr. Vanags stated the following: that is something that the State can take on if they are concerned about it. This is something the State allows us to do at the local level to attract businesses that we otherwise couldn't have. Member Renner stated the following: just to make it clear if this project

doesn't happen, we wouldn't get the revenue anyway so it is not necessarily clear that it is costing us anything. It could be that the economic spillovers produce more revenue for the State and McLean County if they come to McLean County, hire people, and spend money here. We don't really know that it is costing us anything. We hope that it will generate a positive business climate generally and very specifically that this project will have positive spillovers. Member Caisley stated the following: it is not just the State's money that we are dealing with here. We have a stake in this as well in our County sales tax revenue and also the City of Bloomington and Town of Normal or any other place where the building supplier might make a sale. It's not that we are playing with somebody else's money. Member Selzer stated the following: we also have to remember that there are hundreds of businesses being built right now on their own and paying their sales tax without the benefit of this. We don't know that they wouldn't build this anyway without the enterprise zone. Mr. Vanags stated the following: I want to make it clear that the \$800,000 is an upward limit. They could take advantage of up to \$800,000 in exemption if they chose to, but there is no guarantee that will get that much sales tax exemption. They literally have to carry that certificate to the point of sale, so if their contractors don't do it they won't get the exemption. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Vice-Chairman, presented the following:

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF SAYBROOK
AND McLEAN COUNTY GOVERNMENT
TO ESTABLISH A MCLEAN COUNTY SHERIFF'S SUBSTATION**

Article I: Local Governments

The local governments which are parties to this agreement are the Village of Saybrook, hereafter referred to as the VILLAGE, and the McLean County Government, hereafter referred to as the COUNTY.

Article II: Purpose of the Agreement

The purpose of this agreement is to set forth the terms and conditions by which the VILLAGE may make available to the COUNTY use of certain facilities and computer networking resources of the VILLAGE, in order that the COUNTY may establish a substation for the office of the McLean County Sheriff in the VILLAGE.

Article III: Responsibilities of the VILLAGE

Be responsible for the cost, installation, and maintenance of the VILLAGE'S computer hardware within the VILLAGE'S facility.

Be responsible for the cost of installation and maintenance of a network/ broadband connection for exclusive use by the COUNTY computer hardware. This connection may be DSL (Data Service Line), cable modem or some other means of wired networking, but not wireless connectivity.

Provide access for the McLean County Sheriff's Office to the VILLAGE facility housing the COUNTY'S computer(s) on a Sunday-Saturday 24x7 basis.

Be responsible for appointing a single point-of-contact with whom the COUNTY will liaison concerning this agreement.

Article IV: Responsibilities of the COUNTY

Be responsible for the cost, installation, and maintenance of the COUNTY'S computer hardware and software within the VILLAGE'S facility.

Be responsible for configuring the COUNTY'S computer(s) at the VILLAGE'S location to receive and apply security patches released by the operating system vendor. All patches of this nature must be applied within 30 days of release.

Be responsible for appointing a single point-of-contact with whom the VILLAGE will liaison concerning this agreement.

Article VI: Agreements

The COUNTY and the VILLAGE Agree to the following:

Catastrophes such as hardware failure and/or loss of power beyond the capacity of the universal power supply can and will occur.

No hub, switch or wireless networking device will be attached to the network connection that is being provided solely for the COUNTY'S purposes.

No USB drive, floppy drive, cd-rom disk, dvd disk or other media is to be used to transport information between the equipment owned by the VILLAGE and the equipment owned by the COUNTY.

The equipment owned by the COUNTY is to be operated and used solely by employees of the COUNTY.

The equipment owned by the VILLAGE is not to be used by employees of the COUNTY.

The COUNTY reserves the right to audit the COUNTY's equipment for compliance and to notify the VILLAGE and COUNTY of areas that are deemed non-compliant.

No liability will be attributed to the COUNTY for not meeting the obligations of this agreement unless failure of system is caused by negligent acts or omissions of the COUNTY or failure on the part of the COUNTY to properly maintain those components of the system under its obligation to maintain. If the COUNTY or its employees are negligent, then damages recoverable by the VILLAGE will be limited to actual damages incurred. The COUNTY shall, upon request, provide the VILLAGE with evidence of general liability insurance coverage in the minimum amount of \$1 million per occurrence.

No liability will be attributed to the VILLAGE for not meeting the obligations of this agreement unless failure of system is caused by negligent acts or omissions of the VILLAGE or failure on the part of the VILLAGE to properly maintain those components of the system under its obligation to maintain. If the VILLAGE or its employees are negligent, then damages recoverable by the COUNTY will be limited to actual damages incurred. The VILLAGE shall, upon request, provide the COUNTY with evidence of general liability insurance coverage in the minimum amount of \$1 million per occurrence.

This Intergovernmental Agreement shall be binding upon both parties until and unless amended by agreement of the parties, provided, however, that the COUNTY may unilaterally terminate this Agreement with 60 days notice and the VILLAGE may unilaterally terminate this Agreement with 60 days notice.

The COUNTY may waive the 60 days notice and terminate immediately if it deems that its own network resources are placed at an immediate and unacceptable risk by continuing in the agreement. The COUNTY's judgment in this is final and without remedy.

This Intergovernmental Agreement is subject to the approval of the VILLAGE and the COUNTY before it becomes effective.

This Intergovernmental Agreement is severable, and the validity or unenforceability of any provision of the Agreement, or any part hereof, shall not render the remainder of this Agreement invalid or unenforceable.

This Intergovernmental Agreement shall continue in full force and effect commencing upon the date the last party to this Agreement has signed until such time as it may be amended or revised by the same action that caused its adoption, or terminated as provided above.

This agreement shall not supersede nor replace any other intergovernmental agreement already in force between the COUNTY and the VILLAGE. In case of conflict or discrepancy, this agreement shall yield to any prior agreement already in place.

The VILLAGE and the COUNTY hereto agree that the foregoing constitutes all of the Agreement and in witness whereof, the parties have affixed their respective signatures and certifications on the dates indicated below.

For the Village of Saybrook

For McLean COUNTY:

Ron Stauffer, Mayor
Village of Saybrook

Michael F. Sweeney, Chairman
McLean COUNTY Board

ATTEST:

Peggy Ann Milton,
Clerk of the McLean COUNTY Board,
McLean COUNTY, Illinois

Members Sorensen/Harding moved the County Board approve a Request for Approval of an Intergovernmental Agreement with the Village of Saybrook to make available certain Facilities and Computer Networking Resources for use by the Sheriff's Department - Information Services Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen stated the General Report and Minutes from other meetings are on pages 72-90.

TRANSPORTATION COMMITTEE:
Member Hoselton, Chairman, presented the following:

RELOCATION AGREEMENT – REVISION 1

This AGREEMENT is made this 15th day of May, 2007 between COUNTY OF MCLEAN, a body politic and corporate, with offices at 102 S. Towanda-Barnes, Bloomington, Illinois (the "COUNTY") and NORTHERN ILLINOIS GAS COMPANY D/B/A NICOR GAS COMPANY, licensed to do business in the State of Illinois, with offices at 1844 Ferry Road, Naperville, Illinois (the "COMPANY")

WITNESSETH:

WHEREAS, the COUNTY desires to construct certain road improvements at the Intersection of 1800 North Road and 500 East Road (hereinafter referred to as the "PROJECT"), and

WHEREAS, in order to allow for the road improvements, the COUNTY desires COMPANY to relocate and protect certain of its facilities, all in accordance with COMPANY Work Order plans 149508 / 349508/ 449508 (hereinafter referred to as "WORK") attached hereto by reference thereto, and

WHEREAS, the COMPANY has estimated the cost of the WORK to be \$51,859.72, and

WHEREAS, the cost of relocating said facilities has been determined to be eligible for reimbursement to COMPANY, with the COUNTY responsible for 100 % of the actual cost of the WORK; and

WHEREAS, COMPANY is willing to relocate its facilities in such manner provided that the COMPANY is assured rights to reimbursement for the cost of the WORK and future costs COMPANY may incur if the COUNTY hereafter requests or requires COMPANY to make any future relocation or adjustment to the Relocated Facilities; and

WHEREAS, the COUNTY is willing to commit to provide COMPANY such reimbursement rights.

NOW, THEREFORE, for and in consideration of the promises and of the mutual covenants and agreements as hereinafter contained, the parties hereto agree as follows:

INCORPORATION

All recitals set forth above are incorporated herein and made part hereof, the same constituting the factual basis for this AGREEMENT.

SCOPE OF WORK

COMPANY shall prepare the detailed drawings for the WORK (including surveys and other engineering services), estimates of cost, and any required specifications for the relocation and protection of its facilities, and the expense for such drawings, specifications, etc. shall be chargeable to this improvement and reimbursed by the COUNTY as hereinafter set forth. These detailed plans, estimates and specifications shall be submitted to the COUNTY for its approval, which approval shall not be unreasonably withheld.

COMPANY, in substantial accordance with the approved plans and specifications, shall protect and or relocate its facilities as herein set forth.

COMPENSATION

The total estimated cost of the work is \$51,859.72 with the COUNTY responsible for 100 % of the actual cost as follows:

<u>Location</u>	<u>Estimate</u>	<u>Work Order</u>
Intersection of 1800 North Road And 500 East Road, Village of Danvers	\$51,859.72	149508/349508/449508

COMPANY, upon completion of the work, shall promptly render to the COUNTY a detailed statement of its portion of the costs, including overhead costs. The COUNTY shall reimburse the COMPANY for 100% of the amount billed, even if the billed amount exceeds the preliminary estimate set forth above. Payment shall be made in full by the COUNTY within 30 days of receipt of statement.

MODIFICATION OR AMENDMENT

The parties may modify or amend terms of this AGREEMENT only by a written document duly executed by both parties.

ENTIRE AGREEMENT

This AGREEMENT, including matters incorporated herein, contains the entire agreement between the parties.

There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.

This AGREEMENT may be executed in one or more counterparts, each of which for all purposes shall be deemed to be an original and all of which shall constitute the same instrument.

In event of any conflict between the terms or conditions of this AGREEMENT and terms or conditions found in any attachment hereto, the terms and conditions of this AGREEMENT shall prevail.

This AGREEMENT may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

The AGREEMENT shall be binding upon the parties hereto, their successors and assigns.

SEVERABILITY

In the event, any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

GOVERNING LAW

This AGREEMENT shall be governed by the laws of the State of Illinois as to both interpretation and performance.

NOTICES

Any required notice shall be sent to the following addresses and parties:

Nicor Gas Company
1844 Ferry Road
Naperville, Illinois 60563-9600
ATTN: Hans G. Bell, P.E. Manager Engineering Design

McLean County Highway Department
102 S. Towanda-Barnes
Bloomington, Illinois 61704
ATTN: Jack Mitchell, P.E. County Engineer

All notices required to be given under terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours; (b) served by facsimile transmission during regular business hours; or (c) served by certified mail, return receipt requested, properly addressed with postage prepaid. Notices served personally or by facsimile transmission shall be effective upon receipt and notices served by mail shall be effective upon receipt as verified by the United Postal Service. Each party may designate a new location for service of notification by serving notice thereof in accordance with the requirements of this Paragraph, and without compliance to the amendment procedures set forth herein.

INDEMNIFICATION

The COMPANY shall indemnify, hold harmless and defend the COUNTY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, to, any loss, damage, injury, death, or loss or damage to property (collectively, the "Claims"), to the extent such Claims result from the COMPANY'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT.

Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the COUNTY, under this paragraph, is to be appointed a Special Assistant State's Attorney, as provided in 55 ILCS 5/3-90. The COUNTY'S participation in its defense shall not remove COMPANY'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

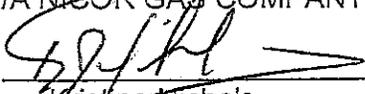
COMPANY'S indemnification of COUNTY shall survive the termination, or expiration, of this AGREEMENT.

The COUNTY agrees to assume all risk or liability for damage to any property or facilities of the COMPANY resulting from the COUNTY's activities upon COMPANY's right-of-way. The COUNTY further agrees to indemnify, defend and hold harmless the COMPANY for any and all liability, claims, suits, actions and proceedings, including costs, fees and expense of defense arising from damages to property or injury to or death of any person resulting from the COUNTY's activities upon the COMPANY's right-of-way or in any way arising from County's acts or omissions unless such damage, injury or death results from the COMPANY's negligence.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in duplicate counterparts, each of which shall be considered as an original by their duly authorized officers as of the dates below indicated.

EXECUTED by COMPANY, this _____ day of _____, 20_____.

NORTHERN ILLINOIS GAS COMPANY
D/B/A NICOR GAS COMPANY

By: 
Kristine Nichols
Vice President Engineering

ATTEST:

By: _____

Title: _____

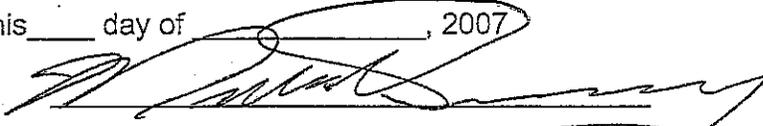
ADOPTED by the MCLEAN COUNTY BOARD, this 15th day of May, 2007.

Vote: Yes 18 No _____ Pass _____ (SEAL)


COUNTY CLERK

McLean County Clerk

APPROVED this _____ day of _____, 2007


CHAIRMAN, MCLEAN COUNTY BOARD

**NICOR GAS COMPANY ESTIMATE FOR COST
INCURRED DUE, TO REVISION OF EXISTING FACILITIES
IN CONNECTION WITH PUBLIC IMPROVEMENTS**

LOCATION: Work Order 149508
Intersection of 1800 North Road and 500 East Road, Village of Danvers
McLean County, IL

DESCRIPTION OF WORK: Relocation of approximately 200' of 6" Gas Main - REVISION 1

AGENCY: McLean County Highway Department

WORK ORDER NO.	149508/349508/449508		Permanent Facilities	Retirement Facilities
1. Contractor Charges (Contractor Costs + Additions to Contract)			28,266.19	489.82
2. Company labor			1,506.40	890.40
3. Material (Material + P.O. (if applicable))			6,274.66	277.30
4. SUB TOTAL			36,047.25	1,657.52
5. Engineering	0.14	of line 4	5,046.62	0.00
6. Employee Benefits	0.57	of line 2	858.65	0.00
7. Transportation	0.43	of line 2	647.75	0.00
8. Material handling	0.12	of line 3	752.96	0.00
9. Indirect departmental costs	0.18	of line 4	6,488.51	0.00
10. Administrative Overhead	0.01	of line 4	360.47	0.00
11. TOTAL			50,202.20	1,657.52
12. TOTAL REIMBURSEMENT			<u>\$ 51,859.72</u>	

Work Order 149508
Intersection of 1800 North Road and 500 East Road

Relocation of approximately 200' of 6" Gas Main - REVISION 1

Investment Work Order Charges - 149508

		<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Extension</u>
Company Labor					
Pressure - Mech.		8	Hour	\$36.40	\$291.20
Pressure - Tech.		8	Hour	\$36.40	\$291.20
Utility Inspector		24	Hour	\$38.50	\$924.00
				<u>subtotal</u>	<u>\$1,506.40</u>
Contractor Costs					
Work Item	5 person crew with equipment	150	Hours	\$88.75	\$13,312.50
				<u>subtotal</u>	<u>\$13,312.50</u>
Additions to Contract					
Work Item	Shore Box	2	Day	\$115.00	\$230.00
Work Item	Boring - Directional 6" (L.F.)	190	L.F.	\$12.80	\$2,432.00
Work Item	Backfill - Grade 8 Stone & Disposal	10	C.Y.	\$24.05	\$240.50
Work Item	Excavation - Additional	15	C.Y.	\$31.08	\$466.20
Work Item	Spoil Removal	10	C.Y.	\$36.74	\$367.40
Work Item	Landscaping - Black Dirt & Seed	200	L.F.	\$1.91	\$382.00
Work Item	Fittings in excess of 1 per 200ft stl 6"(c)	2	Each	\$97.96	\$195.92
Work Item	Tie-in - cold 6" stl (c)	2	Each	\$734.71	\$1,469.42
Work Item	Tie-in pcf 6 in (c)	2	Each	\$979.61	\$1,959.22
Work Item	Weld Inspection per GCS 851	1	Lump	\$3,000.00	\$3,000.00
Contract Contingency (applied to Value = Contractor Costs + Additions to Contract)		1	Each	20%	\$4,211.03
				<u>subtotal</u>	<u>\$14,953.69</u>
Material					
<u>Item #</u>	<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Extension</u>
210.39	TAP INTO PIPE, PRESSURE CONTROL FITTING - 6"	2	Each	\$1,702.22	\$3,404.44
210.93	STOPPER NIPPLE ASSEMBLY - 1"	4	Each	\$25.64	\$205.12
210.93	STOPPER NIPPLE ASSEMBLY - 2"	2	Each	\$26.66	\$106.64
213.02	ANODE INST'N ON NEW PIPE, NO TEST CONN.	2	Each	\$36.41	\$72.82
213.04	ANODE INST'N ON EXISTING, NO TEST CONN.	2	Each	36.41	\$72.82
380021	TAPE CORROSION PREVENTIVE 4" x 75' ROLL HOT APPLIED	3	Each	\$26.91	\$80.73
380030	TAPE TRENTON UNDERGROUND WAX #1 BROWN 4" x 9' ROLL	10	Each	\$5.94	\$59.40
380031	TAPE TRENTON UNDERGROUND WAX ROCKSHIELD GUARD WRAP	4	Each	\$18.69	\$74.76
551150	PIPE 6" STEEL 6.625" X 0.188"WT API5L GR X42 ERW SC	200	Feet	\$9.06	\$1,812.00
553173	CAP PIPE 1/2" THRD BLK MALL 150#	4	Each	\$0.53	\$2.12
558182	ELBOW PIPE 6" WELD 90 DEG STD/SCH 40 STEEL PER GMS 330	3	Each	\$49.17	\$147.51
620253	TEE SERVICE 1/2" BODY BASE X 1/2" NPT	4	Each	\$12.70	\$50.80
708037	PRIMER HOT AND COLD UNIVERSALTYPE #281-G "OMNIPRIME."	1	Each	\$50.50	\$50.50
708172	PRIMER TRENTON UNDERGROUND WAX THEM-COAT 1 GL CONTAINER	4	Each	\$33.75	\$135.00
				<u>subtotal</u>	<u>\$6,274.66</u>
				Total	\$36,047.25
Total Investment Work Order					

Work Order 149508
Intersection of 1800 North Road and 500 East Road
Retirement Work Order Charges - 349508 REVISION 1

<u>Company Labor</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Extension</u>
Pressure - Mech.	8	Hour	\$36.40	\$291.20
Pressure - Tech.	8	Hour	\$36.40	\$291.20
Utility Inspector	8	Hour	\$38.50	\$308.00
			<u>Subtotal</u>	<u>\$890.40</u>
 <u>Contractor Costs</u>				
			<u>Subtotal</u>	<u>\$0.00</u>
 <u>Additions to Contract</u>				
Work Item 6" hot cap (same hole as tie-in)c	2	Each	\$244.91	\$489.82
			<u>Subtotal</u>	<u>\$489.82</u>
 <u>P.O.</u>				
Lab Test	1	Lump Sum	\$200.00	\$200.00
			<u>Subtotal</u>	<u>\$200.00</u>
 <u>Material</u>				
558024 CAP PIPE 6" BUTT-WELD STEEL BLK .219" WALL	2	Each	\$29.65	\$59.30
855050 PCB WIPE SAMPLE KIT	2	Each	\$9.00	\$18.00
			<u>Subtotal</u>	<u>\$77.30</u>
 <u>Total Retirement Work Order</u>			<u>Total</u>	<u>\$1,657.52</u>

Members Hoselton/Renner moved the County Board approve a Request for Approval of Nicor Gas Company Utility Relocation – Revision 1, Village of Danvers – 1800 North and 500 East Roads. Clerk Milton shows all Members present voting in favor of the Motion except for Member Caisley who abstained. Motion carried.

PROPERTY COMMITTEE:
 Member Bostic, Chairman, stated the following: the Property Committee has no Items for Action and the General Report is located on pages 97-107.

JUSTICE COMMITTEE:
Member Renner, Chairman, presented the following:

**An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2007
Combined Annual Appropriation and Budget Ordinance
General Fund 0001, Coroner's Office 0031**

WHEREAS, the McLean County Board, on November 21, 2006, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2007 Fiscal Year beginning January 1, 2007 and ending December 31, 2007; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the General Fund 0001, Coroner's Office 0031; and,

WHEREAS, the Coroner's Office has received a grant of funds in the amount of \$1,171.40 from the McLean County Crime Detection Network to be spent for the betterment of the Coroner's Office without restriction; and,

WHEREAS, the Justice Committee, at its regular meeting on Monday, May 7, 2007, recommended approval of an Emergency Appropriation Ordinance to recognize the receipt and expenditure of a donation from the McLean County Crime Detection Network; now therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to add to the appropriated budget of the General Fund 0001, Coroner's Office 0031 the following revenue:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED BUDGET</u>
Crime Detection Network Grant 0001-0031-0038-0410.0129	\$ 0.00	\$1,171.40	\$1,171.40

2. That the County Auditor is directed to add to the appropriated budget of the General Fund 0001, Coroner's Office 0031 the following appropriations:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED BUDGET</u>
Operating/Office Supplies 0001-0031-0038-0620.0001	\$1,100.00	\$1,171.40	\$2,271.40

3. That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the Coroner.

(2)

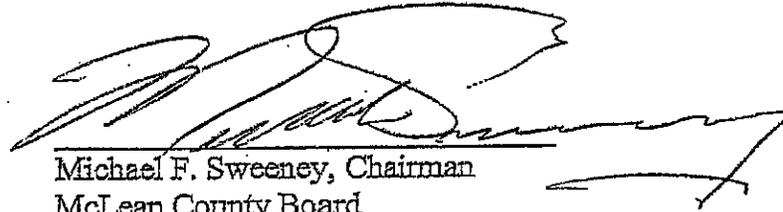
ADOPTED by the County Board of McLean County this 15th day of May, 2007.

ATTEST:

APPROVED:



Peggy Ann Milton, Clerk of the County Board,
McLean County, Illinois



Michael F. Sweeney, Chairman
McLean County Board

e:john/cobd/ta_coroner_crimegmt.may07

Members Renner/Hoselton moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2007 Combined Annual Appropriation and Budget Ordinance (grant of \$1,171.40 from the McLean County Crime Detection Network), General Fund 0001, Coroner's Office 0031 – County Coroner's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

SUB-GRANT AGREEMENT

Grantee Name: Prairie State Legal Services, Inc.
975 North Main Street
Rockford, IL 61103
(815) 965-2134

Sub-grantee Name: McLean County Self Help Center
Eleventh Judicial Circuit Court of Illinois
104 W. Front Street
Bloomington, IL 61701
(309) 888-5266

Purpose of Agreement:

The purpose of this Sub-grant Agreement is to develop a pro se/legal information center in McLean County. The Illinois Equal Justice Foundation ("IEJF") has awarded a \$14,040 grant for this purpose for use in 2007. Prairie State Legal Services, Inc. will administer the grant. The grant funds will largely be sub-contracted to its partner in this project, the Eleventh Judicial Circuit Court of Illinois ("the Court"). This Sub-grant Agreement will enable Prairie State Legal Services, Inc. to act as fiscal agent for the grant funds to disburse to the sub-grantee the IEJF funds allocated to develop the center.

The Grantee and the Sub-grantee agree as follows:

The Parties will collaborate to develop a pro se/legal information center in McLean County.

A. The Court

The Court will provide space within the McLean County Courthouse as the physical location for the center. The Court will use grant funds to purchase the following equipment and supplies for the center:

2 Dell Pentium 4 computers with 19" monitors and sound @ \$1,250 each	\$	
2,500		
Antivirus and word processing software,	\$	700
1 HP LaserJet 4350 printer	\$	1,800
Computer workstation	\$	1,000
2 computer chairs @ \$200 each	\$	400
Pamphlet Rack	\$	240
Computer and printer supplies	\$	750
Installation of DSL internet connection	\$	250

Internet connection \$80 per month x 8 months	\$ 640
Desk and chair for navigator	\$ 850
Two waiting area chairs	\$ 160
Mileage	\$ 330
Miscellaneous (refreshments for meetings, printing, etc.)	\$ 500
Total One time, planning and operating costs	\$10,120

The county may purchase comparable items in substitution to the above specific manufacturers as the county may deem appropriate. Prairie State Legal Services, Inc. will disburse \$10,120 of the IEJF grant funds to the Court for these purchases.

The county will submit documentation of up to one half of the expenses by June 30, 2007. A letter summarizing the costs to be reimbursed and progress of the project with appropriate documentation will be submitted to Gail Walsh, Director of Program Development, Prairie State Legal Services, 975 N. Main Rockford IL 61103. All expenses must be incurred by August 31, 2007 and documentation will be provided as described above.

D. Prairie State Legal Services, Inc. will administer the grant and its staff will assist in planning and fiscal administration of the grant funds for the center and in development of materials for the center, committing to devoting 24 hours to these services during the grant period.

Prairie State Legal Services will receive \$3,920 of the grant for these services.

C. Term of Agreement

The agreement is for eight months, starting January 1, 2007 and ending August 31, 2007.

D. Additional Provisions

1. Indemnification

The parties agrees that each party will be responsible for defending their own respective entity in any action or dispute that arises in connection with or as a result of this Agreement and that each party will be responsible for bearing their own costs, damages, losses, expenses and/or attorneys fees.

2. No Employment Relationship

The parties agree that they do not intend to create and are not creating a partnership, agency or employer-employee relationship between them. Prairie State Legal Services, Inc. shall have no right to supervise the Court's employees involved in this project. The Parties agree that they are solely responsible for the for the supervision and other incidents of employment of their own staff involved in this project.

3. Illinois Equal Justice Foundation Grant Conditions

The Parties agree to abide by the Grant Conditions detailed in the Illinois Equal Justice Foundation 2007 Grant Agreement, attached to this Agreement.

The Parties will provide appropriate documentation of the manner in which grant funds are used so that Prairie State can provide the necessary reports to the IEJF as required by the Grant Agreement, attached to this Agreement.

Agreed To:

Michael O'Connor
Executive Director
Prairie State Legal Services, Inc.

Date: _____

Elizabeth Robb
Chief Judge, Eleventh Judicial Circuit

Date: _____

Michael F. Sweeney,
Chairman, McLean County Board

By Michael G. Bergmann

Legal Aid



Only a Click Away

When you think of state-of-the-art technology, legal aid agencies may not be the first thing that come to mind. However, right here in Illinois, we are fortunate to have a virtual warehouse of legal knowledge and information packaged and delivered with cutting-edge technology.

CELEBRATING ITS FIFTH ANNIVERSARY IN MARCH 2006, Illinois Legal Aid Online (ILAO) brings together in-depth and up-to-date legal content, detailed information about legal aid agencies, training sessions and events, and countless opportunities for attorneys to volunteer their time doing worthy pro bono work. Most recently recognized for its successes, ILAO was presented with the Technology Leadership Award in March 2006. Presented by Accenture and the IT Resource Center, the award recognizes Chicago area nonprofit organizations that demonstrate exemplary use of technology to further their missions.

With leadership and major funding from the Chicago Bar Foundation, the Lawyers Trust Fund of Illinois, and IIT Chicago-Kent College of Law, ILAO was founded in 2001 as the Illinois Technology Center for Law & the Public Interest, an unincorporated association of 12 legal aid providers, funding entities, law schools, and the private bar. In March 2005, the organization changed its name to Illinois Legal Aid Online and formed an independent non-profit corporation.

Pro Bono Attorneys

ILAO has developed three Web sites that focus on different populations needing legal information and support. The first site, www.illinoisprobono.org, is freely available to any attorney who is interested in doing pro bono work. The web site details information on legal aid programs and volunteer opportunities throughout the state. Many free training sessions are also webcast live and archived as video on the site for later viewing. Most importantly, for those attorneys ready to take on a pro bono case in an uncharted area, there is a wealth of substantive content available to assist in handling that case in a new practice area.

Legal Aid Attorneys

The second web site, www.illinoislegaladvocate.org, is dedicated entirely to legal aid attorneys. The site helps bring together agencies from across the state so that information on programs and services, training modules, job openings, and events are readily available with a simple click of the mouse. Legal aid attorneys also have free access to ICLE SmartBooks online, discussion groups, customized newsletters, legal aid staff directories, and Lexis-Nexis HotDocs forms through the site.

The Public and Pro Se Litigants

The third Web site is perhaps the most important of all. Most of us would agree that it is best for litigants navigating the legal system to have the services of an able and zealous advocate. However, many people across the state cannot afford an attorney. Furthermore, despite a lot of hard work and dedication on the part of legal aid staffs and volunteers, most eligible residents are unable to receive free or low-cost legal aid from legal aid agencies. These people now have a resource for legal information available to them at www.illinoislegalaid.org. This site, visited by over 40,000 people each month, provides the general public with information on legal aid agencies that might be able to assist them with their legal matters. The site also provides detailed and accurate legal information to help them better understand the legal process, automated legal documents and forms, and self-help instructions.

For those who do not have a computer at home, ILAO has partnered with libraries, community centers, senior centers, homeless shelters, and social services agencies across the state to provide public Internet access points where people can log on to IllinoisLegalAid.org. According to ILAO Executive Director Lisa Colpoys, ILAO is also working with courts, legal services programs, and funders to set up pro se assistance centers in local courthouses across the state, including the Daley Center, the federal courts, and downstate in Kane, Champaign, Winnebago, and Madison Counties.

Currently, there are approximately 50 legal aid agencies across the state that provide content to these Web sites. Content contributions vary from agency to agency and include information about the services they provide, access to their training programs, and substantive content for attorneys and the general public. There is also an editorial board of content contributors from a variety of legal aid programs to ensure that the content on the sites is accurate, easy to understand, and up-to-date.

For more information about Illinois Legal Aid Online, please visit its Web site at www.illinoislegalaidonline.org. ■

Michael G. Bergmann is an attorney with Chicago Volunteer Legal Services Foundation and chair of the CBA Young Lawyers Section Court Walk Through and Law Week Committees. Bergmann is also a content provider and editor for ILAO.

Self Help Center: Kane County Illinois

[En Español](#)

A Message from the Chief Judge
 Welcome to the online portion of the Kane County Law Library Self Help Legal Center

Chief Circuit Judge
 Donald C. Hudson

Watch Video

Hours of Operation

Mon	9:00am - 5:00pm
Tue	9:00am - 5:00pm
Wed	9:00am - 5:00pm
Thu	9:00am - 5:00pm
Fri	9:00am - 5:00pm

[View Holiday Schedule](#)

Kane County Legal Information

About the Help Desk

I Want to Sue Someone in Kane County for an Amount of \$10,000 or Less

Explanation of a small claims case and the nature of a judgment in a small claims court, with a plaintiff/defendant branching question.

I Am Being Sued in Kane County for an Amount of \$10,000 or Less

Information about how to sue someone for money in small claims court.

I Want to Expunge or Seal My Criminal Record

Instructions and forms for erasing or sealing your criminal record.

[View More](#)

[View Press Release](#) pdf

Illinois Legal Aid Mozilla Firefox

File Edit View Go Bookmarks Tools Help

http://www.illinoislegalaid.org/

Go

Illinois Legal Aid helping Illinois Residents Solve their Legal Problems [Help](#)

Begin Here

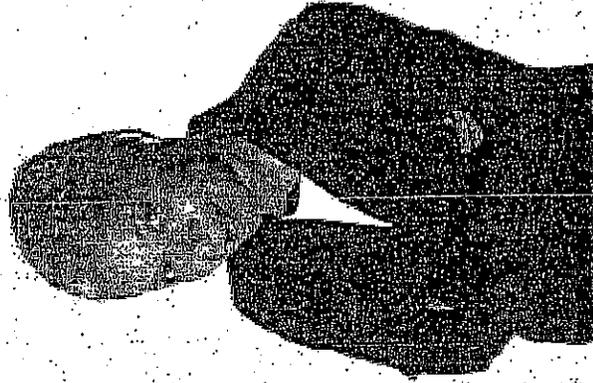
For help with a legal issue, type your problem in the box below. Enter your zip code to get more information specific to your location.

What's your legal problem?

What's your zip code?

[Find a zip code by city](#)

Search [How to use this site](#) [VIDE0](#)



News & Events

- 1. [Legal aid funding higher, grant guidelines eased](#)

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Illinois Order of Protection Automated Form Screen

Automated Documents Online
FOR NONPROFIT LEGAL SERVICES

Frequently Asked Questions
you are not logged in

Illinois Order of Protection Prototype Version 0.3

- Are you qualified to use this
- About you
- Your address
- Information about the order
- Against whom do you want
- John Doe's address
- John Doe's address
- Previous legal actions
- Reasons for the protective o
- Orders to stay away
- Orders to stay away, part 2
- Remedies regarding propert
- Other property to control
- Does John Doe have access
- What economic remedies do
- Miscellaneous Remedies

Please provide the following information to help identify John Doe

How much does John Doe weigh (in pounds)?

180

pounds

How tall is John Doe (in feet and inches)?

5

feet

10

inches

What color are John Doe's eyes?

brown

What color is John Doe's hair?

brown

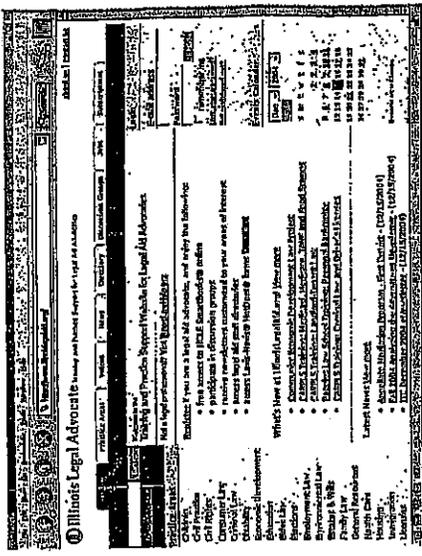
Please list any distinguishing features of John Doe such as scars, marks, or tattoos.

MOM tattoo on right arm

Please select the state of John Doe's driver's license

When does John Doe's drivers license expire?

LEGAL AID ATTORNEYS



IllinoisLegalAdvocate.org Homepage

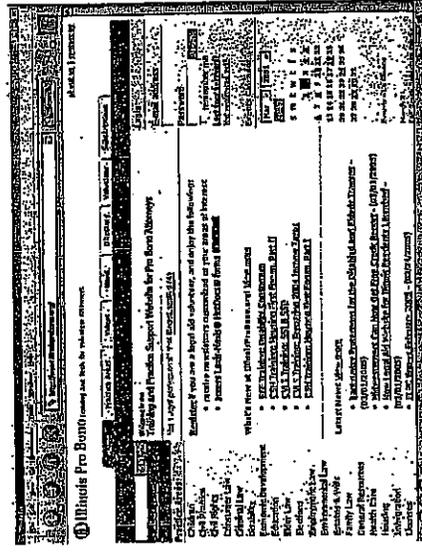
WHAT IS ILLINOISLEGALADVOCATE.ORG?

IllinoisLegalAdvocate.org is the definitive website for Illinois legal aid advocates. The website provides legal aid attorneys and staff with training and practice support tools and helps streamline the delivery of free and low cost legal services to Illinois residents in need of help.

ILLINOISLEGALADVOCATE.ORG FEATURES

- Live Webcasts & Video Training Seminars
- ICLE SmartBooks®
- Discussion Boards/Email Lists
- Legal Resources in 22 Practice Areas
- Directory of Legal Services
- Legal Aid Community Calendar
- Legal News
- HotDocs® Online
- Job Opportunities
- Personalized Subscriptions

PRO BONO ATTORNEYS



IllinoisProBono.org Homepage

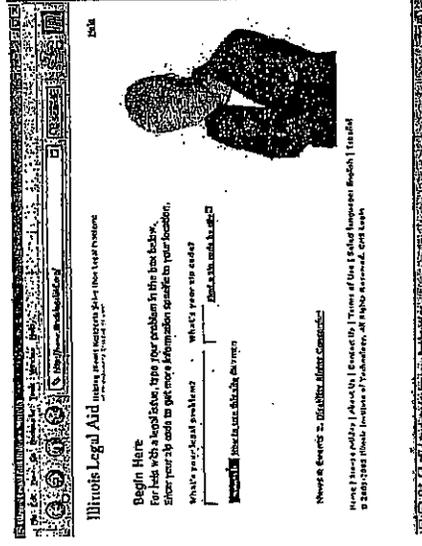
WHAT IS ILLINOISPROBONO.ORG?

IllinoisProBono.org provides Illinois attorneys with online resources for finding volunteer opportunities and obtaining necessary training and support to do pro bono work. Volunteers can search for the perfect pro bono opportunity, watch a video training session, do legal research, use HotDocs® forms, and find out what news and events are happening in the pro bono community.

ILLINOISPROBONO.ORG FEATURES

- Volunteer Opportunity Search Tool
- Live Webcasts & Video Training Seminars
- Legal Resources in 22 Practice Areas
- Pro Bono Community Calendar
- Legal News
- HotDocs® Online
- Directory of Illinois Legal Aid Organizations
- Personalized Subscriptions

LEGAL HELP FOR THE PUBLIC



IllinoisLegalAid.org Homepage

WHAT IS ILLINOISLEGALAID.ORG?

IllinoisLegalAid.org provides over 30,000 people each month with easy to understand information about their legal rights and responsibilities, as well as quick referrals to free and low cost legal aid offices. People access the website from public libraries, social services offices, community technology centers, court house self-help centers, their homes, and anywhere else they can get online.

ILLINOISLEGALAID.ORG FEATURES

- Legal information in 21 areas of law
- Easy to use interactive forms
- Self-help instructions for common legal problems
- Legal information in Spanish
- Multimedia training and education
- Powerful search engine
- Tutorial on how to use the website

August 21, 2006

VIA FAX - One page only

Honorable Elizabeth Robb
McLean County Law & Justice Center
104 West Front Street, Room 511
Bloomington, IL 61701

RECEIVED

AUG 21 2006

Re: Self-Help Center for McLean County - 2007

Dear Judge Robb:

I know that this is a very busy time in your life but I wanted to raise the possibility of establishing a self-help center in McLean County some time in 2007. At this time, all that I need is your assent to submit an application to the Illinois Equal Justice Foundation for a planning grant for 2007. The maximum amount allowed for a planning grant is \$10,000. Neither you nor any of your staff need to do any grant writing since the application must be submitted through Prairie State Legal Services as a 501(c)(3) organization. I will work with their grant writer, Gail Tilkin Walsh, to put this part of their application together. However we face a fairly short time frame to complete the grant application since it is due on September 15th.

If possible, Mike O'Connor, the Executive Director of Prairie State Legal Services and I would like to come to Bloomington to meet with you to discuss the grant application and the planning procedure. To me, McLean County seems to be an excellent place to test out how a self-help center will operate in a middle-sized county. If you wish to invite anyone else to the meeting, please feel free to do so.

I know that you need some time to think this over. I will call you on Wednesday, August 23rd to answer any questions that you have and to see if you wish to proceed with the preliminary meeting. I hope that you will want to move forward in establishing a self-help center in 2007.

Sincerely,

Joe Dailing
Joseph A. Dailing
Executive Director

Had 309 130-120
Mike O'Connor
Bronx, NY

Illinois Coalition for Equal Justice

To: Conference of Chief Judges
From: Joseph A. Dailing, Executive Director
Illinois Coalition for Equal Justice
Date: June 7, 2006
Re: Illinois Coalition for Equal Justice and a Request for Assistance.

I met with Judge Robert Carter in May to discuss the work of the Illinois Coalition for Equal Justice. At that meeting our discussion focused upon one of the major projects for the Coalition this year, i.e., the establishment of several model Self-Help Centers in Illinois to provide some assistance to self-represented litigants who are increasingly present in the justice system. He suggested that I draft a memo to the Conference outlining our plans and to ask for your assistance in developing solutions to what has become a drain on the resources of the court. He also extended an invitation to make a brief presentation at your July 21st meeting.

Rather than just talking about the Self-Help Centers, I thought that it might be useful to give you some background about the Coalition. I hope that you find this useful.

Background: The Illinois Coalition for Equal Justice ("Coalition") was established approximately five years ago by the Illinois State Bar Association and the Chicago Bar Association. The primary purpose of the Coalition, then and now, is to identify obstacles to achieving access to the justice system for Illinois' lower income residents and, where possible, to develop strategies to lessen or eliminate those obstacles.

The Coalition functioned as a voluntary association with part time staff until January 16th of this year when I took over as Executive Director. Prior to working with the Coalition, I was Executive Director of Prairie State Legal Services for almost twenty-nine years.

After the February 2005 publication of The Legal Aid Safety Net: A Report on the Legal Needs of Low-Income Illinoisans, it was decided that to achieve the Coalition's Mission the addition of at least one full time staff member was critical. I was hired through a grant from the Lawyers Trust Fund of Illinois.

It comes as no surprise to anyone that legal aid staff programs and pro bono programs are incapable of handling most of the low income individuals and families who seek legal assistance. What was a surprise was that nearly 65% of the people needing and seeking legal assistance were compelled to attempt to resolve their legal problems on their own. When these attempted solutions end up at the courthouse, these potential litigants are ill-

319 West State Street, Rockford, IL 61101 815-962-9050
321 S. Plymouth Court, Chicago, IL 60604 312-554-2017
www.icfej.com

Executive Committee
Jennifer T. Nijman, Chair J. Timothy Eaton
Michael B. Hyman Russell K. Scott

Executive Director
Joseph A. Dailing

prepared to represent themselves and are unfamiliar with the law and court procedures. These self-represented litigants have placed a great burden on the judicial system at all levels. And while some circuits have attempted to develop local responses to deal with self-represented litigants, the problem is statewide and requires a statewide solution.

While almost all of us would prefer a system in which each litigant is represented, that goal is unlikely to be achieved in the foreseeable future, if ever. And while the Coalition is also active in advocating for increased funding for legal aid programs, like other states, we feel that it is imperative that we attempt to develop some systems to improve access to the justice system for these litigants who are forced to go it alone in court. In the establishment of courthouse-based Self-Help Centers, Illinois is behind many other states. The advantage for us is that we can learn from other states and avoid costly mistakes in implementation.

As part of the Coalition's work plan for 2006, we would like to establish three model Self-Help Centers which would hopefully provide self-represented litigants with some meaningful assistance and also ease the burden on the court system. The planning for the first location is already underway in Winnebago County. A second site is planned for another location farther downstate. The third site would be a rural site which is not yet determined. Because Cook County already has a number of self-help desks operated by various legal services programs, the Coalition's initial efforts will be directed outside of Cook County, at least for the first year. The current system in Cook County appears to be operating effectively and there seems to be little reason to meddle with the system.

These self-help centers would provide information and computer generated pleadings in high volume areas such as family law, landlord tenant, consumer cases and other areas where the legal issues are not overwhelmingly complex and where lower income people in particular often are faced with attempting to use the judicial system on their own. No assistance or information would be provided in those complex legal matters where the assistance of a lawyer is critical. Given the Coalition's limited staff, these projects are collaborative and involve the active involvement of the judiciary, circuit clerks, local legal services providers, and local lawyers. Illinois Legal Aid Online will provide the critical technology services, including the conversion of court documents into user friendly computer-generated pleadings using Hot Docs. The initial substantive packet of pleadings that is not being converted using Hot Docs is the Order of Protection pleadings adopted by the Conference.

Request for Assistance: While we are concerned initially with only three models of courthouse-based self-help centers, we are also attempting to build a system that can be expanded at minimal costs to every county in Illinois. Obviously long term funding of these centers is a major issue. In more rural counties, staffing also becomes a major problem. I would like to ask the Conference for assistance in two areas. One is easy and short term but the other is long term assistance.

1. We have yet to identify a small rural county as the third site for a self-help center. I would like to ask the Conference for suggestions where this third model might

be located. Ideally a supportive Chief Judge and Circuit Clerk would be critical components of a successful model.

2. The development of standardized pleadings, acceptable in all Illinois courts, is a critical component for these computer-based centers to work. When court pleadings need updating because of changes in the law, the only cost effective method for doing so is to be able to do it centrally over the internet. Unlike other states, it is my understanding that the Illinois Supreme Court has never adopted standardized pleadings but rather have deferred to the Conference of Chief Judges to develop statewide standardized forms. To my knowledge, the only complete set of forms that has been adopted is the domestic violence package. If all future standardized sets of pleadings need approval by the Conference, I would ask your assistance in developing a mechanism by which this can be done expeditiously.

I look forward to meeting with you in July to discuss these issues and to seek your guidance in working to improve equal access to justice for Illinois' poorest citizens. I am including the Executive Summary of The Legal Aid Safety Net. If you would like a copy of the complete study, I will be happy to ensure that you receive a copy.

If you have any questions prior to the July 21st meeting, please contact me at your convenience. My e-mail is jdailing@icfej.org. The best way to reach me by telephone is my cell phone: 815/979-0880.

Proposed Mission Statement

The McLean County Self-Help Center is committed to improving access to the court system by providing correct and current legal information, particularly to lower income individuals who must represent themselves in court or at administrative hearings.

**State of Illinois
Eleventh Judicial Circuit
McLean County**

Job Description

Title: Computer Navigator for McLean County Legal Self-Help Center
Hours: 20 hours per week (12:30 PM – 4:30 PM) Monday – Friday
Starting Pay: 11.88 per hour (Grade 5)

Responsibilities

The successful candidate must be willing to provide customer service to individuals who are representing themselves in court using the Legal Self-Help Center. Provide technical and user support on computer software using various legal forms. The Navigator will make independent decisions in assessing each individuals requests and the manner in which help will be provided. The ability to communicate both verbally and in written form, and educate self-represented litigants about materials and resources available in the Center and Law Library is required. This person may act as liaison between the Center and the Circuit Clerk's office. Other duties include filing, copying, downloading forms, assisting in maintaining self-help materials and complete reports gathering the number of individuals assisted and demographic data from an online survey completed by users of the Self-Help Center.

Abilities

The successful candidate must have a high school diploma or equivalent, and be outgoing, possess excellent computer and communication skills, maintain a professional appearance and use discretion when dealing with confidential matters. The ability to communicate effectively and relate to the many different people who may use the Legal Self-Help Center, as well as, demonstrate respect for and awareness of others and sensitivity to the various cultures and learning styles are critical skills for the applicant. Experience working in a teaching or legal environment would be beneficial. Candidates must become familiar with legal issues, the legal system in McLean County, and with legal forms. The ability to work independently with little or no supervision is important.

How to Apply

Applicants need to submit a resume and cover letter to:

William J. Scanlon
Trial Court Administrator
Law & Justice Center RM 507
104 W. Front Street
Bloomington, IL 61701

Application deadline: June 1, 2007

To: Chief Judge Elizabeth Robb
From: Joseph A. Dailing, Executive Director
Illinois Coalition for Equal Justice
Date: September 5, 2006
Re: Self-Help Centers for McLean County – 2007
Application for a Planning Grant from the Illinois Equal Justice Foundation

When we met last week, I agreed to draft a memo outlining the self-help center concept for McLean County and our proposal to submit a funding request to the Illinois Equal Justice Foundation for a planning grant for 2007 which you can distribute to other judges in McLean County for their consideration.

Rather than just talking about the Self-Help Centers, I thought that it might be useful to give some background about the Coalition and its purpose.

Background: The Illinois Coalition for Equal Justice (“Coalition”) was established approximately five years ago by the Illinois State Bar Association and the Chicago Bar Association. The primary purpose of the Coalition, then and now, is to identify obstacles to achieving access to the justice system for Illinois’ lower income residents and, where possible, to develop strategies to lessen or eliminate those obstacles.

The Coalition functioned as a voluntary association with part time staff until January 16th of this year when I took over as Executive Director. Prior to working with the Coalition, I was Executive Director of Prairie State Legal Services for almost twenty-nine years.

The Problem: In February 2005 The Legal Aid Safety Net: A Report on the Legal Needs of Low-Income Illinoisans was released. While it came as no surprise to anyone that legal aid staff programs and pro bono programs did not have the staff or resources to represent most of the low income individuals and families who seek legal assistance, it was a surprise that nearly 65% of the people needing and seeking legal assistance were compelled to attempt to resolve their legal problems on their own.

When these lower income self-represented clients end up at the courthouse, these potential litigants are ill-prepared to represent themselves and are unfamiliar with the law and court procedures. As you and the other judges know, self-represented litigants often place a great burden on the judicial system at all levels. And while some circuits have attempted to develop local responses to deal with self-represented litigants, the problem is statewide and requires a statewide solution.

While almost all of us would prefer a system in which each litigant is represented, that goal is unlikely to be achieved in the foreseeable future, if ever. And while the Coalition is also active in advocating for increased funding for legal aid programs and the expansion of pro bono involvement, we feel that it is imperative that we attempt to develop some systems to improve access to the justice system for these litigants who are forced to go it alone in court. While Illinois is behind many other states in the

development of self-help centers, this means that we can learn from these other states as we develop our own homegrown solutions for this problem.

The Solution: The initial Coalition work plan for 2006 anticipated establishing three model self-help centers in counties of varying size around Illinois. The hope was that these centers would provide self-represented litigants with meaningful information and assistance in representing themselves in court as well as ease the burden on the court system. It now appears that the number of centers established in the next twelve months will be at least double that number. At present, the Coalition is working with the judiciary and other collaborative partners in Winnebago, Madison and Macon Counties. Initial contacts have been made with Kankakee, DuPage and Champaign Counties. Finally, there will likely be a self-help center in a more rural county later this year.

What now makes these self-help centers a realistic and affordable possibility on a statewide basis is technology and the presence of Illinois Legal Aid Online (ILAO), a technology center for legal aid programs, pro bono lawyers and the low income community. (www.illinoislegalaidonline.org) ILAO will provide the critical technological support to the self-help centers.

Ultimately, these self-help centers will provide information and computer-generated pleadings in high volumes areas such as family law, landlord tenant, consumer cases and other areas where the legal issues are not overwhelmingly complex and where lower income people in particular often are faced with attempting to use the judicial system on their own. No assistance or information would be provided in those complex legal matters where the assistance of a lawyer is critical. The centers will be staffed. However the level of staffing and the hours of operation will vary from county to county. Funding for the first two years should be available from the Illinois Equal Justice Foundation.

Given the Coalition's limited staff, these projects are collaborative and need the active involvement of the judiciary, circuit clerks, local legal services providers, and local lawyers. As noted above, Illinois Legal Aid Online will provide the critical technology services, including the conversion of court documents into user friendly computer-generated pleadings using Hot Docs. The initial substantive packet of pleadings that is now being converted using Hot Docs is the Order of Protection pleadings adopted by the Conference of Chief Judges. Because this will be a statewide system of self-help centers, the legal information and pleadings provided will be uniform across the state. This is essential so that all of the material in the centers can be kept current across the state.

The Request: McLean County would seem to be an excellent place to establish a self-help center. Based on my years as Executive Director of Prairie State Legal Services, I know that there is an excellent working relationship among the judiciary, the bar and Prairie State and a mutually shared responsibility to make equal access to justice a reality for all residents of the county, particularly those at the bottom of the economic scale. These factors are critical to make a self-help center successful. On behalf of the Coalition and Prairie State Legal Services, who will be the official applicant for the grant,

I hope that the McLean County judiciary will approve a grant application to the Illinois Equal Justice Foundation for a planning grant to set up a self-help center in McLean County. The planning process will allow involvement of all essential partners to meet and design a self-help center appropriate to your county. As I mentioned previously, Prairie State staff will prepare the grant application. All that we require of you at this time is approval to submit the application for the planning grant. The grant application must be submitted by September 14, 2006.

If you or any of the other judges would like to discuss this matter in greater depth with me or if any of the judges have any questions, please contact me. I will do my best to provide more information or answer any questions. My contact numbers are listed below. Given the fact that I am often out of the office, my cell phone number is the most reliable way to reach me. I look forward to working with you in the future.

Joseph A. Dailing, Executive Director
Illinois Coalition for Equal Justice
Rockford Office: 815/962 9050
Chicago Office: 312/554 2011
Cell phone: 815/979 0880

cc: Brenda Simkins, President of the Board of Director
Prairie State Legal Services
Michael O'Connor, Executive Director
Prairie State Legal Services
George Boyle, Managing Attorney
Prairie State Legal Services
Gail Walsh, Director of Development
Prairie State Legal Services

OFFICE OF THE CHIEF JUDGE
ELEVENTH JUDICIAL CIRCUIT

Elizabeth A. Robb
Chief Judge

William Scanlon
Trial Court Administrator
Kay Mitchell
Administrative Assistant



Law & Justice Center
104 W. Front Street RM 511
Bloomington, IL 61701
(309) 888-5254
(309) 888-5266 (TCA)
(309) 888-5602 FAX

Counties of:
Ford, Livingston, Logan,
McLean, and Woodford

September 1, 2006

Notes from August 29 meeting with Illinois Coalition for Equal Justice

Present: Chief Judge Elizabeth Robb, William Scanlon, Joseph Dailing, George Boyle,
and Mike O'Conner

The Illinois Equal Justice Act (30 ILCS 765/1) provides that the Coalition for Equal Justice shall be provided funding for regional self-help centers to help promote access to the courts for pro bono and indigent litigants. The Coalition will be applying for grant funding to plan for three centers outside the metro area in 2007.

The model used for the self-help center would include computers, printers, programming to provide some guided data entry on pre-approved forms, and a part-time assistant (Navigator) to assist persons with completion of information. The Coalition is hoping to develop a series of modules for pro se litigants. Access to a uniform set of forms would be through an Internet site maintained by the Coalition, the self-guided instruction through the Hot Docs program.

Chief Judge Robb asked what the response / support of the Bar Associations has been? There has been tension between practitioners and the Coalition where there are financial considerations. There has been general support for this application in the areas of Order for Protection, Landlord - Tenant disputes and some smaller actions.

There was lengthy discussion of the issues of moving the self-help center to a locally funded program, and how to provide staffing resources over the long-term. Collaboration with local Universities may provide some staffing assistance. The program could be made available through local library systems.

Judge Robb agreed to present this material to the full Circuit on September 6, and respond to Mr. Dailing by September 7.

McLEAN COUNTY CIRCUIT COURT
ELEVENTH JUDICIAL CIRCUIT

Chief Judge Elizabeth A. Robb
Law & Justice Center RM 511
104 W. Front Street
Bloomington, IL 61701
(309) 888-5254
(309) 888-5602 FAX



COUNTIES
Ford
Livingston
Logan
McLean
Woodford

September 11, 2006

Ms. Leslie Corbett, Executive Director
Illinois Equal Justice Foundation

Dear Ms. Corbett:

I am writing to express the support of all of the judges of the 11th Judicial Circuit in joining with Prairie State Legal Services in seeking a planning grant under the Legal Information to the Public funding category. It is our experience that there exists a tremendous need within our community for assistance to unrepresented parties in the legal system. It is our hope that by offering such a program we would provide better access to the justice system to unrepresented parties, and also lessen the burden on the judiciary and Circuit Clerk's office caused by dealing with unrepresented parties.

We look forward to working with Prairie State to more fully assess the community needs, to seek understanding and support from the private bar and other key participants, and to develop a plan for the establishment and operation of a legal information center.

Thank you, and please let me know if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Elizabeth A. Robb", written over a horizontal line.

Elizabeth A. Robb
Chief Judge

OFFICE OF THE CHIEF JUDGE
ELEVENTH JUDICIAL CIRCUIT

Elizabeth A. Robb
Chief Judge

William Scanlon
Trial Court Administrator
Kay Mitchell
Administrative Assistant



Law & Justice Center
104 W. Front Street RM 511
Bloomington, IL 61701
(309) 888-5254
(309) 888-5266 (TCA)
(309) 888-5602 FAX

Counties of:
Ford, Livingston, Logan,
McLean, and Woodford

March 20, 2007

Illinois On-line Legal Assistance Program
Notes from March 9 meeting

Present: Judge Robb, Sandra Parker, George Boyle, Mike O'Conner, Lisa Colpoys,
Joe Dialing and William Scanlon

The Chief Judge has discussed the idea of an on-line center with the McLean County Bar Association and will continue those discussions.

The Illinois Equal Justice Coalition has received funding for 6 programs in FY 2007. Ms. Colpoys gave a brief presentation of the Illinois On-Line Legal Assistance organization – www.illinoislegalaonline.org

The effort in McLean County will not be a substitute for an attorney, but improve accessibility. The best way to achieve that is through a centralized provider (not 102 approaches).

This funding will expire on August 31, 2007 – need to purchase equipment, determine staffing needs and customize forms. There was discussion regarding the appropriate source for staffing – volunteers, interns, retired senior volunteer program, etc... The grant deadline for FY 2008 is June 2007.

Next meeting should include the Bar Association, Court, Libraries, PATH/CAN and Prairie States.

Next Meeting: April 13, 2007 at 1:00 PM (Robb Jury)

A handwritten signature in black ink, appearing to be "WS", written over the text of the next meeting.

*McLean County Legal Self-Help Center
April 16, 2007 Meeting*

Present: Chief Judge Elizabeth Robb, Judge Kevin Fitzgerald, Carla Bender, George Boyle, Joe Dialing, Jeanine Moonan (Normal Library), Kim Boyle (DV / CAN), Karen Zangerle (PATH), and William Scanlon

The Coalition gave a lengthy update to the group regarding the background of the project and possible grant funding for McLean County. Funding for these projects comes from the Illinois Equal Justice Foundation, Illinois Bar foundation, Chicago Bar Association Foundation and Illinois Legal Aid Trust Fund.

If McLean County (and/or Logan County) agree to participate in the online system, they will have their own customizable home page. The web site and instructions will cover 24 different areas of law and be written at a 5th or 6th grade level. The forms will not be mandatory (except those approved by the Conference of Chief Judges) but any participating court will have to agree to accept the standard forms.

Users may save their information, but will have to register to do so.

PATH is very interested in this program, as well as the McLean County SA Domestic Violence Program. McLean County may have terminals available in the Law Library, PATH, SA Office, Normal and Bloomington Public Libraries. Any Navigator would be available through the Law Library, but any agency can participate in the Navigator training.

The Navigator may be paid through the Law Library fund (after the grant funds are exhausted), and the staffing may be supplemented through ISU, IWU and PATH volunteers.

Karen Zangerle discussed the development of the 211 service for referral to social service agencies across Illinois. The 211 service may require PATH to expand their service area.

The site of the computers in the Law Library is becoming a priority. The Law Library is scheduled to reopen on or about June 15. Judge Robb will discuss the possibility of obtaining additional computers from State Farm. Hours of operation will have to be determined soon. The following tasks were assigned:

Development of a job description – William Scanlon
Non-legal referral brochure – Karen Zangerle
Signage and Law Library location – Circuit Court
Discussion with County Administrator – Judge Robb/Will Scanlon

Carla Bender believes that Logan County would benefit from the Illinois legal online service and may be able to have a computer located in the Logan County Law Library or the Lincoln Public Library.

Next Meeting: May 14, 2007 1:00 PM – Judge Robb's Jury Room

OFFICE OF THE CHIEF JUDGE
ELEVENTH JUDICIAL CIRCUIT

Elizabeth A. Robb
Chief Judge

William Scanlon
Trial Court Administrator
Kay Mitchell
Administrative Assistant



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Counties of
Ford, Livingston, Logan,
McLean, and Woodford

April 25, 2007

TO: McLean County Justice Committee
FROM: William J. Scanlon
Trial Court Administrator
RE: Legal Self-Help Center (online)

Attached are materials outlining a proposed legal self-help center for the McLean County Law Library. The Illinois Coalition for Equal Justice has proposed establishing such a center in McLean County and will provide \$14,000 for establishment of the program. The Coalition is funding through the Illinois Bar Association and Chicago Bar Association.

The purpose of the center is provide an online resource for persons who are seeking legal assistance in a number of matters – post-dissolution filings, small claims, landlord-tenant disputes and orders for protection. This resource would be available in the McLean County Law Library, but would also be available in the Bloomington and Normal libraries, at the Compassion Center and through PATH.

I will be available at the May 7th Justice Committee meeting to answer your questions regarding this proposal.

Members Renner/Harding moved the County Board approve a Request for Approval of Sub-Grant Agreement between Prairie State Legal Services, Inc. and the Eleventh Judicial Circuit Court of Illinois – McLean County to Establish a Legal Self-help Center for the McLean County Law Library – Circuit Court. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

McLEAN COUNTY - GRANT INFORMATION FORM

General Grant Information	
<u>Requesting Agency or Department:</u> Emergency Management	<u>This request is for:</u> <input type="checkbox"/> A New Grant <input checked="" type="checkbox"/> Renewal/Extension of Existing Grant
<u>Granting Agency:</u> IEMA / IDNS	<u>Grant Type:</u> <input type="checkbox"/> Federal, CFDA #: <input checked="" type="checkbox"/> State <input type="checkbox"/> Other
<u>Grant Title:</u> Nuclear Safety Preparedness Grant	<u>Grant Date:</u> Start: July 1, 2007 End: June 30, 2008
<u>Grant Amount:</u> \$10,725.00	<u>Grant Funding Method:</u> <input checked="" type="checkbox"/> Reimbursement, Receiving Cash Advance <input type="checkbox"/> <input type="checkbox"/> Pre-Funded
<u>Match Amount (if applicable):</u> Required Match :\$ Overmatch: \$	<u>Expected Initial Receipt Date:</u>
<u>Grant Total Amount:</u> \$10,725.00	<u>Source of Matching Funds (if applicable):</u>
<u>Will it be likely to obtain this grant again next FY?</u> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>Equipment Pass Through?</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <u>Monetary Pass Through?</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Grant Costs Information

<u>Will personnel be supported with this grant:</u> <input type="checkbox"/> Yes (completes personnel portion below) <input checked="" type="checkbox"/> No	<u>A new hire will be responsible for financial reporting:</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																								
<table border="1"> <thead> <tr> <th colspan="2">Grant Expense Chart</th> </tr> <tr> <th>Personnel Expenses</th> <th>Costs</th> </tr> </thead> <tbody> <tr> <td>Number of Employees:</td> <td></td> </tr> <tr> <td>Personnel Cost</td> <td>\$</td> </tr> <tr> <td>Fringe Benefit Cost</td> <td>\$</td> </tr> <tr> <td>Total Personnel Cost</td> <td>\$</td> </tr> <tr> <td colspan="2"><u>Additional Expenses</u></td> </tr> <tr> <td>Subcontractors</td> <td>\$</td> </tr> <tr> <td>Equipment</td> <td>\$</td> </tr> <tr> <td>Other</td> <td>\$</td> </tr> <tr> <td>Total Additional Expenses</td> <td>\$</td> </tr> <tr> <td>GRANT TOTAL</td> <td>\$</td> </tr> </tbody> </table> <p><i>Grant Total must match "Grant Total Amount" from General Grant Information</i></p>	Grant Expense Chart		Personnel Expenses	Costs	Number of Employees:		Personnel Cost	\$	Fringe Benefit Cost	\$	Total Personnel Cost	\$	<u>Additional Expenses</u>		Subcontractors	\$	Equipment	\$	Other	\$	Total Additional Expenses	\$	GRANT TOTAL	\$	<u>Description of equipment to be purchased:</u> Expenses occurred in implementing plans and programs to deal with the possibility of a nuclear accident, as authorized by the Illinois Nuclear Safety Preparedness Act <u>Description of subcontracting costs:</u> <u>Other requirements or obligations:</u>
Grant Expense Chart																									
Personnel Expenses	Costs																								
Number of Employees:																									
Personnel Cost	\$																								
Fringe Benefit Cost	\$																								
Total Personnel Cost	\$																								
<u>Additional Expenses</u>																									
Subcontractors	\$																								
Equipment	\$																								
Other	\$																								
Total Additional Expenses	\$																								
GRANT TOTAL	\$																								

Responsible Personnel for Grant Reporting and Oversight: Curtis Hawk

Curtis Hawk
Department Head Signature

5/1/07
Date

Grant Administrator/Coordinator Signature (if different)

_____ Date

OVERSIGHT COMMITTEE APPROVAL

Chairman

STATE OF ILLINOIS
EMERGENCY MANAGEMENT AGENCY
INTERGOVERNMENTAL GRANT AGREEMENT

NO. 4489MCLEAN

This Agreement is made and entered into by and between the Illinois Emergency Management Agency, 1035 Outer Park Drive, Springfield, IL 62704, hereinafter referred to as ("IEMA"), and

COUNTY OF MCLEAN

P.O. Box 2400

104 West Front Street

Bloomington, Illinois 61702-2400

hereinafter referred to as ("GRANTEE").

Introductory Statement

The Illinois Nuclear Safety Preparedness Act, 420 ILCS 5, (the Act) authorizes IEMA to compensate local governments from fees collected pursuant to Section 4 of the Act for expenses incurred in activities defined as necessary by the Director of IEMA to implement and maintain the plans and programs authorized by the Act. The Intergovernmental Cooperation Act, 5 ILCS 220, authorizes the creation of intergovernmental agreements and contracts between public agencies of this State. Both IEMA and GRANTEE are public agencies of this State. The Grant Funds Recovery Act, 30 ILCS 705, provides for the recovery by IEMA of unused block grant funds.

Terms of Agreement

IEMA and GRANTEE hereby agree as follows:

- 1) PURPOSE: The purpose of this grant is to encourage participation by GRANTEE in the emergency planning and response activities conducted by IEMA pursuant to the Act. Under this grant, IEMA hereby agrees to compensate GRANTEE for expenses incurred in implementing plans and programs to deal with the possibility of a nuclear accident, as authorized by the Act.

- 2) TERM: This grant shall provide for compensation of funds expended between July 1, 2007 through June 30, 2008.
- 3) USE: Permissible expenditures by GRANTEE for which compensation will be made under this Agreement shall be those expenditures which are in accordance with the terms of the Act and with the standards set forth in 32 Ill. Adm. Code 501.90.
- 4) FUNDS ALLOCATION: As soon as practicable upon completion of a close out review of funding awarded to GRANTEE during State fiscal year 2007, IEMA shall disburse to GRANTEE an amount to be determined based on remaining FY2007 grant funds, the FY08 grant application submitted to IEMA by the GRANTEE and past agreement allocations made to GRANTEE.

Payments under this Agreement shall be directed to:

McLean County Treasurer

Law & Justice Center

104 W. Front Street

Bloomington, Illinois 61702-2400

- 5) GRANTEE shall maintain documentation of actual compensable expenditures made in accordance with Article 3 above. Such documentation shall be on forms provided by IEMA and subject to the provisions of 32 Ill. Adm. Code 501.80.
- 6) AMOUNT OF GRANT: The maximum amount payable to GRANTEE under this Agreement shall be Ten Thousand Seven Hundred Twenty-five and 00/100 Dollars (\$10,725.00)
- 7) RECOVERY OF FUNDS: As required by Section 4 of the Illinois Grant Funds Recovery Act, 30 ILCS 705, all funds remaining at the end of this Agreement shall be returned to IEMA within 45 days. In the event that GRANTEE is compensated by IEMA in excess of expenditures actually and legitimately compensable under this Agreement, GRANTEE shall return said excess compensation to IEMA within 45 days after the date that IEMA makes such a request for payment. In addition, IEMA may pursue other recovery actions as specified in Section 6 of the Illinois Grant Funds Recovery Act, 30 ILCS 705.

- 8) AUDIT: IEMA may audit records required to be maintained under 32 Ill. Adm. Code 501.80 to verify that grant monies are being spent for permissible uses as specified in Article 3 of this grant agreement.
- 9) RECORDS AND REPORTS: GRANTEE shall maintain, for a minimum of 5 years after the completion of this Agreement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements passing in conjunction with this Agreement. GRANTEE shall make available, on request, all books, records, and supporting documents related to this Agreement for review and audit by the Auditor General and/or IEMA. GRANTEE agrees to cooperate fully with any audit conducted by the Auditor General or IEMA and to provide full access to all relevant materials.
- 10) INDEPENDENCE OF GRANTEE: Any personnel, including contractors, who may be employed by GRANTEE in connection with this Agreement shall not be considered for any purpose to be agents or employees of IEMA. Nothing in this Agreement shall be construed to render GRANTEE an agent or employee of IEMA.
- 11) ASSIGNMENT: This Agreement shall not be assigned.
- 12) MODIFICATION: No modification of this Agreement may be made unless agreed to in writing by both parties.
- 13) ILLINOIS LAW: This Agreement shall be interpreted in accordance with Illinois law.
- 14) NON-APPROPRIATION OF FUNDS: This Agreement will cease immediately and without further liability, if in any fiscal year the Illinois General Assembly fails to appropriate or otherwise make available sufficient funds for this Agreement. In this event, GRANTEE will be paid for expenditures made during the period for which funds were available.
- 15) TERMINATION: Each party reserves the right to terminate this Agreement upon 30 days written notice.
- 16) NON-DISCRIMINATION: GRANTEE shall comply with all applicable provisions of state and federal laws and regulations pertaining to non-discrimination, equal employment opportunity, and sexual harassment.

- 17) INTERNATIONAL ANTI-BOYCOTT CERTIFICATION: GRANTEE certifies that neither GRANTEE nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act, 30 ILCS 582.
- 18) TAXPAYER IDENTIFICATION NUMBER AND LEGAL STATUS DISCLOSURE: GRANTEE shall complete Attachment A entitled "CONTRACTOR'S FEDERAL TAXPAYER IDENTIFICATION NUMBER AND LEGAL STATUS DISCLOSURE CERTIFICATION FORM," which shall be provided by IEMA and made a part of this grant agreement.
- 19) DRUG FREE WORKPLACE ACT: If applicable to GRANTEE, GRANTEE shall complete Attachment B entitled "STATE OF ILLINOIS DRUG FREE WORKPLACE CERTIFICATION," which is attached hereto and incorporated herein by reference, thereby certifying that GRANTEE will provide a drug free workplace in accordance with the Drug Free Workplace Act, 30 ILCS 580.
- 20) CONTACT PERSONS AND NOTICES: IEMA's contact person for matters related to this Agreement is:

Ms. Patricia Wade
 Illinois Emergency Management Agency
 Division of Disaster Assistance & Preparedness
 1035 Outer Park Drive
 Springfield, IL 62704
 217/785-9925

GRANTEE's contact person is:

Curtis Hawk, Director

McLean County EMA

104 West Front Street

Bloomington, IL 61702-2400

Phone: 309-888-5020

Fax: 309-888-5534

E-mail address: curtis@mcleancountyil.gov

IEMA and GRANTEE may, from time to time, designate in writing different contact persons or addresses. Unless otherwise specifically provided herein, all notices or submittals required or permitted pursuant to this Agreement shall be deemed given when personally delivered or upon three (3) days after being posted by certified or registered mail, return receipt requested, postage prepaid, to the designated contact person at the designated address.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

STATE OF ILLINOIS

EMERGENCY MANAGEMENT
AGENCY
1035 Outer Park Drive
Springfield, IL 62704

Signature

Director

Title

Date

Signature of Authorized Representati

Printed Name and Title

GRANTEE

COUNTY OF MCLEAN
P.O. Box 2400
104 West Front Street
Bloomington, IL 61702-2400

Signature

County Board Chairman

Title

Printed Name

Date

37-6001569

Fein

ATTACHMENT A

CONTRACTOR'S FEDERAL TAXPAYER IDENTIFICATION NUMBER
AND LEGAL STATUS DISCLOSURE CERTIFICATION FORM

Under penalties of perjury, I certify that the name, taxpayer identification number, and legal status listed below are correct.

Name: COUNTY OF MCLEAN

Taxpayer Identification Number:

Social Security Number _____

or

Employer Identification Number 37-6001569

(If you are an individual, enter your name and SSN as it appears on your Social Security Card. If completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSN. For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.)

Legal Status (check one):

- | | |
|---|---|
| <input type="checkbox"/> Individual | <input checked="" type="checkbox"/> Governmental Entity |
| <input type="checkbox"/> Owner of Sole Proprietorship | <input type="checkbox"/> Nonresident alien individual |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Estate or legal trust |
| <input type="checkbox"/> Tax-exempt hospital or extended care facility | <input type="checkbox"/> Foreign corporation, partnership, estate, or trust |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services | <input type="checkbox"/> Other |
| <input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | |

Signature: X _____

Date: _____

WILLFULLY FALSIFYING CERTIFICATIONS OR AFFIRMATIONS MAY SUBJECT YOU TO CRIMINAL PENALTIES INCLUDING FINES AND/OR IMPRISONMENT.
Disclosure of this information is required by the State Comptroller.

IL473-0244 (Rev7/96)

ATTACHMENT B
PAGE 1 OF 2

STATE OF ILLINOIS
DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act, 30 ILCS 580/1 et seq. (1996). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant or letting the contract, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

(1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.

(2) Specifying the actions that will be taken against employees for violations of such prohibition.

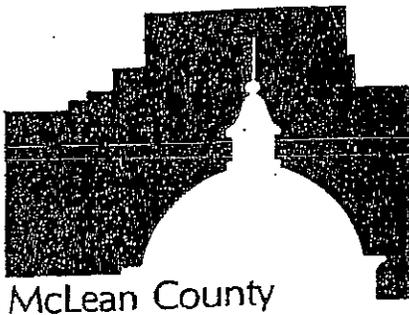
(3) Notifying the employees that, as a condition of employment on such contract or grant, the employees will:

(A) abide by the terms of the statement; and

ATTACHMENT B
PAGE 2 OF 2

(B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;

- (b) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation, and employee Assistance programs; and
 - (4) the penalties that may be imposed upon employees for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, an employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.



EMERGENCY MANAGEMENT AGENCY
(309) 888-5020 FAX: (309) 888-5534
104 W. Front St., Room B10 P.O. Box 2400 Bloomington, Illinois 61702-2400

April 30, 2007

To: The Honorable Chairman and Members of the Justice Committee

From: *Curtis*
Curtis Hawk, Director

Re: IPRA Annual Grant Agreement

Enclosed you will find 3 copies of the annual Grant Agreement that we applied for in January. This grant agreement of \$10,725.00 for the purpose of defraying the anticipated expenses of implementing the plans and programs authorized by the "Illinois Nuclear Safety Preparedness Act" (420 ILCS 5) for the fiscal year 2008

I request that the Justice Committee review the agreement and move for a Motion to approve the 2008 Grant Agreement. If approved please have the County Board Chairman sign the 3 copies and return to me for forwarding to Illinois Emergency Management Agency (IEMA).

Should you have any questions, feel free to call me at 888-5020.

Thank you.

cc: John Zeunik

Enclosures

Members Renner/Cavallini moved the County Board approve a Request for Approval of the 2007-2008 Annual Intergovernmental Grant Agreement with IEMA Nuclear Safety Grant for the Amount Of \$10,725.00 – EMA. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner stated the following: the General Report is located on pages 144-153.

LAND USE AND DEVELOPMENT COMMITTEE:
Member Gordon, Chairman, presented the following:

**RESOLUTION of the McLEAN COUNTY BOARD
APPROVING THE RECOMMENDATIONS
OF THE SOLID WASTE TECHNICAL AND POLICY COMMITTEE**

WHEREAS, the Solid Waste Technical and Policy Committee met to review the grant applications received for the Solid Waste Management Plan program; and,

WHEREAS, the Solid Waste Technical and Policy Committee recommended that the following grant application be approved for funding from the County's Solid Waste Management Fund:

1) Rural Recycling Grants for the following municipalities:

- Village of Bell Flower- \$ 1000
- Village of Carlock- \$1000
- Village of Colfax- \$ 1000
- Village of Chenoa- \$1000
- Village of Danvers- \$ 1000
- Village of Downs- \$ 1000
- Village of Heyworth- \$1000
- Village of Hudson- \$1000
- City of LeRoy- \$ 1000
- City of Lexington- \$ 1000

2) City of Bloomington Tire Amnesty Day program- \$6,625.50

3) Electronics Recycling permanent drop-off site administered by the Town of Normal- \$12,000

4) McLean County Battery Recycling program administered by the Ecology Action Center- \$8000

WHEREAS, the Land Use and Development Committee, at its regular meeting on May 4, 2006, recommended approval of the recommendations received from the Solid Waste Technical and Policy committee; now, therefore,

BE IT RESOLVED by the McLean County, now meeting in regular session, as follows:

1. The McLean County Board hereby approves the following grant applications and the amounts requested for grant funds from the County's Solid Waste Management Fund:

1) Rural Recycling Grants for the following municipalities:

- Village of Bell Flower- \$ 1000
- Village of Carlock- \$1000
- Village of Colfax- \$ 1000
- Village of Chenoa- \$1000
- Village of Danvers- \$ 1000
- Village of Downs- \$ 1000
- Village of Heyworth- \$1000
- Village of Hudson- \$1000
- City of LeRoy- \$ 1000
- City of Lexington- \$ 1000

2) City of Bloomington Tire Amnesty Day program- \$6,625.50

3) Electronics Recycling permanent drop-off site administered by the Town of Normal- \$12,000

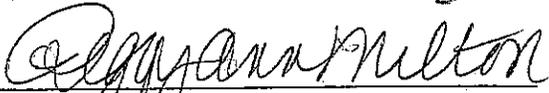
4) McLean County Battery Recycling program administered by the Ecology Action Center- \$8000

2. The McLean County Board hereby directs the County Clerk to forward a certified copy of this Resolution to the Director of Building and Zoning, the Director of the McLean County Regional Planning Commission, and the County Administrator.

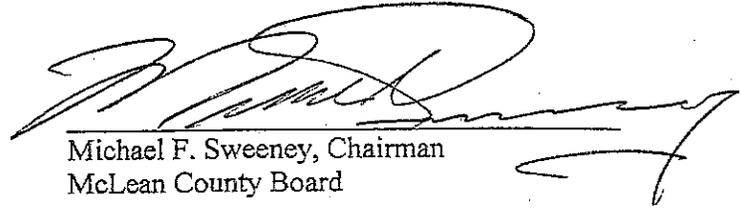
ADOPTED by the McLean County Board this 15th day of May, 2007.

ATTEST:

APPROVED:



Peggy Ann Milton
Clerk of the McLean County Board
McLean County, Illinois



Michael F. Sweeney, Chairman
McLean County Board

202 W. College Avenue
Normal, Illinois 61761-2552
Ph: (309) 454-3189 • Fax: (309) 454-7508



www.ecologyactioncenter.org
eac@ecologyactioncenter.org

April 25, 2007

George Gordon
Chairman of Land Use Committee
McLean County Board
115 East Washington St.
Bloomington, Illinois 61701

Dear Chairman Gordon:

On behalf of the McLean County Solid Waste Management Technical Committee, I would like to submit the following resolution to the Land Use Committee of the McLean County Board, which was approved by the Solid Waste Management Technical Committee at their meeting on April 25, 2007.

The resolution is to designate \$1000 each for the communities of Belflower, Carlock, Colfax, Chenoa, Danvers, Downs, Heyworth, Hudson, LeRoy and Lexington recycling program as part of the rural recycling grants program, \$6,625.50 for the City of Bloomington's Tire Amnesty Day, which is scheduled for April 28 and \$12,000 for the Electronics Recycling drop-off program, administered by the Town of Normal and \$8,000 for the Battery Recycling program, administered cooperatively by Ecology Action Center, Normal and Bloomington. These programs each represent an annual cost.

Sincerely,

Michelle Covi
Director

Members Gordon/Hoselton moved the County Board approve a Request for Approval of Grant Funding Awards from the McLean County Solid Waste Management Fund as recommended by the McLean County Solid Waste Management Technical Committee, and Presentation of the Ecology Action Center Quarterly Solid Waste Report. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Gordon stated the following: the General Report may be found on pages 157-174.

FINANCE COMMITTEE:
Member Sorensen, Chairman, presented the following:

Illinois Department of Transportation

State Fiscal Year 2008

Section 5311 Non-Metro Public Transportation

**Operating Assistance Grant Application
and
Intercity Bus Grant Application**

Submitted By

McLean County

Table of Contents

I.	Introduction.....	5
II.	State and Regional Planning Requirements.....	7
III.	Description of the Project.....	8
	A. Mode of Service.....	8
	B. System Service Area.....	9
	1. Core Service Area.....	9
	2. Services Provided Outside the Core Service Area.....	10
	3. Services Provided to Out-of-State Destinations.....	10
	C. Proposed Service Levels.....	11
	1. Passenger Trips.....	11
	2. Vehicle Miles & Peak Vehicle Use.....	12
	3. Intercity Bus Service.....	12
	4. Charter Services.....	12
IV.	Service Operators.....	15
	A. Identification of Operators.....	15
	B. Service Coordination Methods.....	15
	C. Operating Entity Certification.....	16
	D. Grantee Contact Person.....	17
	E. Operator Contact Person(s).....	17
	F. Lower Tier Relationship Between Grantee and Operator.....	17
	G. Operator Managerial and Technical Capacity.....	18
	H. Contractor Service Monitoring Methodology.....	18
V.	Other Transportation Services.....	19
	A. Coordination with Other Human Service Agencies and Programs.....	19
	B. Effort to Involve the Private Sector in Public Transit Service Delivery.....	20
VI.	Labor Protection.....	21
	A. Special Warranty.....	21
	B. Labor Organizations in the Service Area.....	21
VII.	LOCAL PLANNING EFFORTS.....	22
	A. Planning Efforts to Support this Application.....	22
	B. Planning Efforts in the Last Five (5) Years.....	22
	C. Ridership and Service Demand Surveys.....	22

VIII. Project Cost and Revenue Proposal.....	23
A. Program Cost Comparison.....	23
B. Operator Organization and Level of Human Resource Effort.....	24
C. Project Revenue.....	25
D. Fare Structure.....	25
E. Proposed FY 2008 Budget Instructions – Exhibit B.....	26
F. Indirect Cost Proposal.....	27
IX. Intercity Bus Operating Assistance Requests.....	30
A. Project Description.....	30
B. Geographical Service Area.....	30
C. Project Justification.....	30
D. Proposed Intercity Bus Project Operating Assistance Budget.....	30
X. Forms, Certifications and Assurances.....	32
A. Applicant's Certification of Intent.....	32
B. Board Resolution.....	32
C. Sample Ordinance.....	32
D. Standard FTA Assurances and Certifications.....	32
XI. Compiling the Application.....	33
Exhibit A	Standard Form 424 (Electronic versions – see separate file)
Exhibit B	Proposed FY 2008 Budget (Electronic versions – see separate file)
Exhibit C	Standard Certifications and Assurances
Exhibit D	Sample Board Resolution
Exhibit E	Special Section 5333(B) Warranty For Application To The Small Urban And Rural Program
Exhibit F	IDOT Chart of Accounts for the Section 5311 Program Expense Account Definitions
Exhibit G	Applicant's Certification of Intent
Exhibit H	Sample Ordinance
Exhibit I	Non-Vehicle Capital Asset Inventory (Electronic versions – see separate file)
Exhibit J	Vehicle Asset Inventory (Electronic versions – see separate file)
Exhibit K	Year End NTD Operating Data Report for FY 07

I. Introduction

The United States Department of Transportation, Federal Transit Administration provides federal financial assistance funds for public transportation in nonurbanized areas (Section 5311 Non-Metro Public Transportation Program -- formerly Section 18). The Federal Transit Administration (FTA), on behalf of the Secretary of Transportation, apportions the funds appropriated annually to the Governor of each state for public transportation projects in nonurbanized areas. The statutory formula is based solely on the nonurbanized population of the states. Each state prepares an annual program of projects, which must provide for fair and equitable distribution of funds within the states, including Indian reservations, and must provide for maximum feasible coordination with transportation services assisted by other Federal sources. Article III of the Downstate Public Transportation Act (30 ILCS 740/2-1 et seq., formerly Ill. Rev. Stat. ch. 111 2/3, Section. 661 et seq.) authorizes the Illinois Department of Transportation to receive and expend Section 5311 funds allotted to Illinois.

The goals of the nonurbanized formula program are: to enhance the access of people in nonurbanized areas to health care, shopping, education, employment, public services and recreation; to assist in the maintenance, development, improvement, and use of public transportation systems in rural and small urban areas; to encourage and facilitate the most efficient use of all Federal funds used to provide passenger transportation in nonurbanized areas through the coordination of programs and services; to assist in the development and support of intercity bus transportation; and to provide for the participation of private transportation providers in nonurbanized transportation to the maximum extent feasible.

Prospective applicants are advised that the Department has published administrative regulations for the Illinois Section 5311 program under Part 601 of the Illinois Department of Transportation Rules and Regulations entitled "Regulations for Public Transportation Assistance to New Programs in Nonurbanized Areas." These regulations, which prescribe procedures and requirements to be followed by applicants for Section 5311 funding, should be carefully reviewed prior to an applicant's submission of a Section 5311 Application. In order to be considered for funding, prospective grantees must submit a fully completed application (Sections I - VIII and Section X for Rural General Public Operating Assistance and Sections IX for Intercity Bus Assistance).

To assist applicants ensure that applications packages are complete, an "Application Checklist" in this section has been provided. **Applicants must complete and submit this completed checklist in their application package.**

Section 5311 Non-Metro Operating Assistance Grant Application Checklist

(Must be completed and submitted with Application.)

1. Non-Metro Operating Assistance Grant Application Checklist
2. Completed Copy of Standard Form 424 (Exhibit A)
3. Operating Entity Certification (One for each operator)
4. Executed Agreement to Terms and Conditions of Special Warranty (Exhibit E)
5. Fully Completed Proposed FY 2008 Budget (Exhibit B)
6. Applicant's Certificate of Intent (Exhibit G)
7. Executed Resolution of the Governing Board (Exhibit D)
8. Executed County Ordinance to Operate a Public Transit Project (Exhibit H)
9. Executed Certifications and Assurances for Grantees (Exhibit C)
10. Executed Affirmation of Applicant's Attorney (Contained in Exhibit C)
11. Fully completed Non-Vehicle Capital Asset Inventory (Exhibit I)
12. Fully completed Vehicle Asset Inventory (Exhibit J)
13. Maps of the service area (Attachment I)
14. Copies of Material Documenting Private Sector Effort (Attachment II)
15. Grantee/Operator Organization Charts (Attachment III)
16. Indirect Costs Rate Proposal (Attachment IV)
17. Copy of Most Recent Audit (Attachment V)

Comments

All costs are direct costs. Therefore, a cost allocation plan is not being submitted.

III. Description of the Project

A. Mode of Service

In the sections below, specify the service mode for each operator in the project. If you are unsure about what mode of service a particular operator provides, refer to the definitions at the end of this section. Service definitions are based on those provided in the Americans with Disabilities Act regulations (49 CFR part 37) and will determine the statutory service obligations of the grantee/operator.

Operator 1 (Check all that apply)

SHOW BUS

- Fixed route
- Demand response
- Route deviation
- Commuter routes

Operator 2 (Check all that apply)

[Type Operator Name Here]

- Fixed route
- Demand response
- Route deviation
- Commuter routes

Operator 3 (Check all that apply)

[Type Operator Name Here]

- Fixed route
- Demand response
- Route deviation
- Commuter routes

Operator 4 (Check all that apply)

[Type Operator Name Here]

- Fixed route
- Demand response
- Route deviation
- Commuter routes

Definitions:

Fixed route system means a system of transporting individuals (other than by aircraft), including the provision of designated public transportation service by public entities and the provision of transportation service by private entities, including, but not limited to, specified public transportation service, on which a vehicle is operated along a prescribed route according to a fixed schedule.

Demand responsive system means any system of transporting individuals, including the provision of designated public transportation service by public entities and the provision of transportation service by private entities, including but not limited to specified public transportation service, which is not a fixed route system.

Route deviation system means a system of transporting individuals (other than by aircraft), including the provision of designated public transportation service by public entities and the provision of transportation service by private entities, including, but not limited to, specified public transportation service, on which a vehicle is operated along a prescribed route according to a fixed schedule where the system permits user-initiated deviations of vehicles from the prescribed routes.

Commuter bus service means fixed route bus service, characterized by service predominantly in one direction during peak periods, limited stops, use of multi-ride tickets, and routes of extended length, usually between the central business district and outlying suburbs. Commuter bus service may also include other service, characterized by a limited route structure, limited stops, and a coordinated relationship to another mode of transportation.

B. System Service Area

1. Core Service Area

In the space below, please identify the geographic area that is to be served by this Section 5311 grant. The core service area is defined as the **geographic area in which Section 5311 service is provided by this grant, as supported by the grantees Board Resolution and any Intergovernmental Agreements with other governmental entities.** The service area does not include areas served through incidental services such as charter services or extended commuter routes.

<u>County Served</u>	<u>Square Mileage</u>	<u>Population</u>
Ford	468	14,241
Iroquois	1,120	31,334
Livingston	1,043	39,678
McLean (rural area only)	1,184	40,249 (rural only)

If existing maps are available, that show the dimensions of the geographic service area, please attach to the application. If no existing maps are available, please draw a reasonable representation of the service area that clearly shows geographic limits of the service area. Please indicate on the map the street or road names where service is provided. The map does not need to be an exact or official representation; rather, it is mainly intended to convey the project service area. Include this information as Attachment I to the application.

2. Services Provided Outside the Core Service Area

Since the goal of Section 5311 is to enhance access of people living in nonurbanized areas to activities, Section 5311 projects may include transportation to and from urbanized areas or provide services to other destinations that extend beyond the core service. In this section, list the extended services operated outside the core service area. Examples of such routes would be regularly or periodic shopping trips to an urban center, services provided to regional medical facilities under a contract to a human service agency, or similar service.

In the table below, list or describe the services provided by the project that meet the criterion above for periodic or regularly scheduled services provided outside the core service area. **Note: Do not include charter services in this section. Services provided to destinations located outside Illinois should be addressed in Section III.B.3.**

Example:

<i>Extended Service Provided</i>	<i>Frequency</i>
<i>Shopping Trip to Springfield</i>	<i>Every 3rd Tuesday</i>

<u>Extended Service Provided</u>	<u>Frequency</u>
Iroquois to Kankakee County (primarily dialysis transport to units in Kankakee County)	Three times a week
Iroquois County to Champaign (service primarily medical)	Every Tuesday
Ford County to Champaign (service primarily medical)	2 nd and 4 th Monday
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Note: Use additional pages if necessary.

3. Services Provided to Out-of-State Destinations

The services provided by a Section 5311 project may include destinations across a state line. Operators of interstate service are required to register with the Federal Motor Carrier Safety Administration (FMCSA). Projects that provide service to out-of-state destinations on a regular, periodic, or even an infrequent basis must notify IDOT for additional guidance.

Each project must complete this section of the application. You must check one of the following boxes:

- This project operates regular or special transit service to out-of-state destinations on a regular, periodic, or infrequent basis.
- This project never operates regular or special service to out-of-state destinations.

C. Proposed Service Levels

1. Passenger Trips

In this section, project the total number of passenger trips to be provided under the project by all operators of public transportation services. For purposes of completing this section, "Trip" is defined as a one-way trip by a transit vehicle in revenue service starting at one point of a route and ending at another point. A round trip is counted as two separate trips. Transfers (if applicable), are counted separately and should not be reported here.

Projected number of total system (all operators) passenger trips: **32,000**

If there is more than one operator of public transit services under the project, provide the number of projected total passenger trips by operator. In completing this table, IDOT notes that operators may be engaged in other, non-public transit services that are not eligible for reimbursement under the project. Operators should identify total passenger trips and trips to be operated in public transit service in accordance with the project service plan:

Operator	Total Number of Passenger Trips Provided by Operator
SHOW BUS	32,000

2. Vehicle Miles & Peak Vehicle Use

In this section, project the total number of vehicle miles to be provided under the project by all operators of public transportation services:

Projected number of total system (all operators) vehicle miles : **250,000**

If there is more than one operator of public transit services under the project, provide the number of projected total vehicle miles by operator. In completing this table, IDOT notes that operators may be engaged in other, non-public transit services that are not eligible for reimbursement under the project. Operators should identify total mileage and mileage to be operated in public transit service in accordance with the project service plan:

Operator	Total Number of Vehicle Miles Provided by Operator
SHOW BUS	250,000

In this section, project the total number of Peak Vehicles. Peak Vehicles is calculated by determining the maximum number of vehicles needed for any given service hour for all operators of public transportation services, in any given day:

Projected number of total system (all operators) Peak Vehicles: **Eleven**

3. Intercity Bus Service

Intercity bus service miles (estimated) **50,000**

4. Charter Services

Charter Service means transportation using buses or vans, or facilities funded by the Federal Transit Administration of a group of persons who pursuant to a common purpose, under a single contract, at a fixed charge (in accordance with the carrier's tariff) for the vehicle or service, have acquired the exclusive use of the vehicle or service to travel together under an itinerary either specified in advance or modified after having left the place of origin.

C: Operating Entity Certification

For each proposed operator(s) please provide a fully completed and executed copy of the following (*this document should be completed and signed by the operator, if different from the grantee/applicant*):

Robert O. Bertsche hereby certifies that
(Name of Authorized Official)

Meadows Mennonite Retirement Community, d/b/a SHOW BUS is organized as :
(Name of Operator Agency)

(Check one)

- | | |
|--|---|
| <input type="checkbox"/> An individual | <input type="checkbox"/> a partnership |
| <input checked="" type="checkbox"/> A private non-profit | <input type="checkbox"/> a private for-profit |
| <input type="checkbox"/> A municipal corporation | <input type="checkbox"/> other |

And that Meadows Mennonite Retirement Community, d/b/a SHOW BUS's
(Name of operator)

Federal Employer's Identification Number

is 37-0791831.

Robert O. Bertsche
Officer or Official Signature

CEO, Meadows Mennonite Retirement Community, d/b/a SHOW BUS
Title

4/19/07
Date

D. Grantee Contact Person

Please list the Grantee's contact person responsible for project and financial oversight:

Name: Michael Behary

Title: Grant Project Manager for McLean County

Phone: 309-888-5160

Fax Number: 309-888-5768

E-Mail: mike.behary@mcleancountyl.gov

E. Operator Contact Person(s)

Please list the Operator's contact person(s) responsible for project and financial management:

Operator	Contact Name	Title	Phone	E-Mail
SHOW BUS	Laura Dick	Director	309-747-2454	<u>showbus@gridcom.net</u>

F. Lower Tier Relationship Between Grantee and Operator

There are two circumstances when a grantee can enter into a lower tier relationship with a third party to deliver Section 5311 services. First, a grantee follows either state (under the common rule) or Federal procedures outlined in FTA Circular 4220.1D to competitively secure the services of a contractor (using micro purchase, small purchase, Invitation for Bid (IFB), or Request For Proposal procedures (RFP)) to deliver all or some component of Section 5311 services. Second, a state may elect to grant Section 5311 funds to a subrecipient through an intermediary subrecipient, a practice expressly permitted pursuant to FTA Circular 9040.1E, Chapter IV, paragraph 3. FTA uses the example of a state that might pass funds to a nonprofit organization through a local public body. FTA notes that this type of arrangement is not a third party contract.

B. Operator Organization and Level of Human Resource Effort

In this section, provide a description of the level of effort that will be provided by each operator providing service in the project. List the staff positions, by job title, in the following table. List both personnel whose time will be charged to the project, either as a direct or indirect expense by typing "Direct" or "Indirect" in the second column. Also list if the position will be charged to the Administrative category ("Admin") or the Operating category ("Op"). Finally, list the approximate or estimated number of staff, expressed in terms of Full-Time Equivalents (FTEs) in the last column.

Submit one table for each operator.

Operator's Proposed Transportation Employee Utilization: FY 2008

Operator: SHOW BUS

Job Title	Direct or Indirect Staff Position	Administration or Operating? (Admin or Op)	Estimated Full-Time Equivalents (FTEs)
Director	Direct	Admin	1
Office Mgr./Bookkeeper	Direct	Admin	.75
Clerical	Direct	Admin	1.75
Dispatch	Direct	Op	.25
Drivers	Direct	Op	7.5

For each operator, submit with this application an organization chart showing all functional divisions of the entity with a detailed organizational breakdown of the transportation unit as Attachment III.

C. Project Revenue

Detail all non-IDOT contracts, grants and non-passenger donations (including in-kind) to be used in the provision of Section 5311 Transportation Service: (attach additional pages if necessary)

Note: All program contract income from for-profit agencies must be recorded as Section 5311 program revenue and not used as local match.

Contract or Revenue Source	Total Contract Amount	Expected Revenue for the Section 5311 Program
Agency Contracts	\$138,000	\$138,000
Local Government	\$43,050	\$43,050
United Way, Contributed Cash	\$71,591	\$71,591

TOTALS

\$ 252,641.00

\$ 252,641.00

D. Fare Structure

Please describe your proposed fare structure by passenger category, (e.g., adult, senior, disabled, student, child or other) and include or attach a copy of fare structure. Please make note of any multi-ride pass books, tickets etc. and the associated costs to purchase by consumers.

ALL COUNTIES BUT IROQUOIS:

Senior and Adult \$5 Round Trip Base Fare, travel within one county (slightly lower if travel is within a municipality), \$7 Round Trip Base Fare, travel beyond one county, \$14.52+ Special Service Round Trip (SSRT). A portion of senior fares is reported to Area Agency on Aging vs. IDOT. The fare is not mandatory for seniors in McLean, Livingston and Ford.

IROQUOIS COUNTY

Adult \$3.50+ Round Trip Base Fare, \$14.52+ SSRT-Iroquois County

Child Sliding Scale

No multi ride discounts

Attachment to Page 30

Detailed Description of Proposed Intercity Bus Service. For existing service, the applicant must submit a printed schedule or timetable for intercity bus service.

SHOW BUS will provide intercity bus service to passengers of all ages according to the following schedule. Passengers will be picked up at a central community location or at their homes. They may access the service by calling 800-525-2454.

FORD COUNTY

Tuesday

**9:30 Gibson City to Paxton
11:00 Paxton to Gibson City
1:45 Gibson City to Paxton
3:15 Paxton to Gibson City**

LIVINGSTON COUNTY

Monday

**9:15 Fairbury to Bloomington/Normal
3:15 Bloomington/Normal to Fairbury**

Wednesday

**8:30 Dwight to Bloomington/Normal
2:30 Bloomington/Normal to Dwight**

Friday

**9:00 Pontiac to Bloomington/Normal
3:15 Bloomington/Normal to Pontiac**

MCLEAN COUNTY

Tuesday

**9:30 LeRoy to Bloomington/Normal
2:30 Bloomington/Normal to LeRoy**

IROQUOIS COUNTY

Every Monday, Wednesday and Friday

**8:15 Watseka to Kankakee
3:15 Kankakee to Watseka**

Estimated Intercity Bus Project Financing

FY 2008 Mileage Share Calculation

A.	Projected Total Section 5311 Program Mileage	<u>D250,000</u>
B.	Projected Total Intercity Bus Mileage	<u>E50,000</u>
C.	Percentage Intercity Bus (E divided by D)	<u>F20%</u>
G.	Total Section 5311 Operating Assistance (50% of deficit)	<u>\$ 114,933</u>
H.	Intercity Bus Operating Component (F x G)	<u>\$22,987</u>
I.	Total Section 5311 Adm. Assistance(80% of cost maximum)	<u>\$206,823</u>
J.	Intercity Bus Administrative Component (F x I)	<u>\$41,365</u>
K.	Total Local Share (total non FTA/IDOT funds)	<u>\$298,244</u>
L.	Total Intercity Bus Component (H + J)	<u>\$64,352</u>
M.	Total Non Intercity Bus (G+I-L)	<u>\$257,404</u>
	Total Program Cost (K+ L+ M)	<u>\$620,000</u>

**APPLICATION FOR
FEDERAL ASSISTANCE**

2. DATE SUBMITTED 15-May-07	Applicant Identifier
3. DATE RECEIVED BY STATE	State Applicant Identifier
4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier

1. TYPE OF SUBMISSION: Application <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction	Preapplication <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction
--	--

5. APPLICANT INFORMATION

Legal Name: McLean County	Organizational Unit:
Address (give city, county, State and zip code): McLean County Law & Justice Center 104 W Front Street; POBox 2400 Bloomington, IL 61702-2400	Name and telephone number of person to be contacted on matters involving this application (give area code) Mike Behary 309-888-5160

6. EMPLOYER IDENTIFICATION NUMBER (EIN):
37-6001569

7. TYPE OF APPLICANT: (enter appropriate letter)
B

A. State	H. Independent School District
B. County	I. State Controlled Institution of Higher Learning
C. Municipal	J. Private University
D. Township	K. Indian Tribe
E. Interstate	L. Individual
F. Intermunicipal	M. Profit Organizer
G. Special District	N. Other (Specify) _____

8. TYPE OF APPLICATION:
___ New X Continuation ___ Revision

If Revision, enter appropriate letter(s)
A. Increase Award B. Decrease Award C. Increase Duration
D. Decrease Duration Other (Specify): _____

9. NAME OF FEDERAL AGENCY:
Federal Transit Administration

10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER:
Section 5311 20 - 509
TITLE: Operating Assistance Program

11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:
Public transportation operating assistance grant program for the non-urbanized areas of the State of Illinois and a grant for the Rural Public Transportation Assistance Program.

12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.):
Non-urbanized counties and cities in the downstate Illinois area.

13. PROPOSED PROJECT | **14. CONGRESSIONAL DISTRICTS OF:**

Start Date 7/1/2007	Ending Date 6/30/2008	a. Applicant Johnson, Weller
------------------------	--------------------------	---------------------------------

b. Project
Johnson, Weller

15. ESTIMATED FUNDING:	
a. Federal	\$ 321,756.00
b. Applicant	\$
c. State	\$
d. Local	\$ 252,641.00
e. Other	\$
f. Program Income	\$ 45,603.00
g. TOTAL	\$ 620,000.00

16. IS APPLICANT SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?

a. YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON:
DATE 5/15/07 15-May-07

b. NO. ___ PROGRAM IS NOT COVERED BY E. O. 12372
___ OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?
___ Yes If "Yes," attach an explanation X No

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

a. Type Name of Authorized Representative Michael Sweeney	b. Title Chairman, McLean County Board	c. Telephone Number 309-888-5110
d. Signature of Authorized Representative 		e. Date Signed 5/15/07

GRANTEE:

McLean County

Exhibit B

**FINANCIAL DATA
PROPOSED FY 2008 BUDGET**

REVENUES:

<u>Item</u>	<u>Description</u>	<u>AGENCY TOTAL (ALL TRANSIT)</u>	<u>SECTION 5311 TOTAL BUDGETED</u>	<u>PROJECT INCOME (Proposed)</u>	<u>LOCAL MATCH (Proposed)</u>
401.01	Full Adult Fare	\$17,850	\$17,850	\$17,850	
401.02	Senior Citizen Fares	27,753	27,753	27,753	
401.03	Student Fares		0		
401.04	Child Fares		0		
401.05	Disabled Rider Fares		0		
401.06	Parking Lot Fares		0		
401.99	Other Rider Fares		0		
402.00	Special Transit Fares	138,000	138,000		138,000
403.00	School Bus Service		0		
404.00	Freight Tariffs		0		
405.00	Charter Service Revenues		0		
406.00	Auxiliary Revenues		0		
407.01	Sales of Maintenance Service		0		
407.02	Rental of Revenue Vehicles		0		
407.03	Rental of Buildings & Property		0		
407.99	Other Non-transportation Revenue		0		
408.00	Taxes Levied by Transit System		0		
409.00	Local Cash Grants	43,050	43,050		43,050
410.01	Local Disabled Fare Assistance		0		
410.02	Local Senior Fare Assistance		0		
410.03	Local Student Fare Assistance		0		
410.99	Other Local Special Fare Assistance		0		
411.00	State Cash Grants		0		
412.00	State Special Fare Assistance		0		
413.00	Federal Cash Grants (Section 18)	\$321,756.00	\$321,756.00		
413.99	Other Federal Financial Assistance		0		
414.00	Interest Income		0		
430.01	Contributed Services - Allowable		0		
430.03	Contributed Services - Unallowable				
430.04	Contra Account for 430.03				
431.00	Contributed Cash	71,591	71,591		71,591
440.00	Subsidy From Other Sources		0		
		AGENCY TOTAL (ALL TRANSIT)	SECTION 5311 TOTAL BUDGETED	PROJECT INCOME (Proposed)	LOCAL MATCH (Proposed)
		\$298,244	\$298,244	\$45,603	\$252,64

(Exclude grey areas from total)

TOTAL REVENUE 401 - 440

PROPOSED FY 2008 BUDGET

McLean County

EXPENSES:

Item	Description	AGENCY TOTAL (ALL TRANSIT)	SECTION 5311 TOTAL BUDGETED	SECTION 5311 ADMINISTRATION (Proposed)	SECTION 5311 OPERATING (Proposed)
LABOR:					
501.01	Operator's Salaries & Wages	\$140,338	\$140,338		\$140,338
501.02	Training Salaries & Wages		0		
501.03	Dispatcher's Salaries & Wages	9,500	9,500		9,500
501.04	Administrative Salaries & Wages	93,790	93,790	93,790	
501.99	Other Salaries & Wages	2,200	2,200	2,200	
	TOTAL	\$245,828	\$245,828	\$95,990	\$149,838
FRINGE BENEFITS:					
502.01	FICA	\$21,000	\$21,000	\$8,000	\$13,000
502.02	Pensions & Long Term Disability	3,800	3,800	1,656	2,144
502.03	Health Insurance	22,145	22,145	12,875	9,270
502.04	Dental Plans		0		
502.05	Life Insurance	1,422	1,422	747	675
502.06	Short Term Disability		0		
502.07	Unemployment Insurance		0		
502.08	Worker's Compensation	16,000	16,000	483	15,517
502.09	Sick Leave		0		
502.10	Holiday		0		
502.11	Vacation	24,700	24,700	10,700	14,000
502.12	Other Paid Absence		0		
502.13	Uniform Allowance	4,600	4,600		4,600
502.99	Other Fringe Benefits	3,600	3,600	1,250	2,350
	TOTAL	\$97,267	\$97,267	\$35,711	\$61,556
SERVICES:					
503.01	Management Services		\$0		
503.02	Advertising Services	1,000	1,000	1,000	
503.03	Professional & Technical Services	17,500	17,500	17,500	
503.04	Temporary Services	2,300	2,300		2,300
503.05	Contract Maintenance	38,267	38,267	1,267	37,000
503.06	Custodial Services		0		
503.07	Security Services		0		
503.99	Other Services	7,300	7,300		7,300
	TOTAL	\$66,367	\$66,367	\$19,767	\$46,600

PROPOSED FY 2008 BUDGET (continued)

McLean County

EXPENSES:

Item	Description	AGENCY TOTAL (ALL TRANSIT)	SECTION 5311 TOTAL BUDGETED	SECTION 5311 ADMINISTRATION (Proposed)	SECTION 5311 OPERATING (Proposed)
MATERIALS & SUPPLIES:					
504.01	Fuel & Lubricants Consumed	\$81,377	\$81,377		\$81,377
504.02	Tires & Tubes Consumed	4,400	4,400		4,400
504.03	Inventory Purchases	9,476	9,476	\$7,776.00	1,700
504.99	Other Materials & Supplies	825	825	\$425.00	400
	TOTAL	\$96,078	\$96,078	\$8,201	\$87,877
UTILITIES:					
505.02	Telephone	\$8,500	\$8,500	\$8,500	
505.99	Other, i.e. Natural Gas, Electric, etc.	1,150	1,150		1,150
	TOTAL	\$9,650	\$9,650	\$8,500	\$1,150
CASUALTY & LIABILITY:					
506.01	Physical Damage Insurance	\$30,000	\$30,000	\$30,000	
506.03	Liability & Property Insurance	39,000	39,000	39,000	
506.04	Uninsured Settlements		0		
506.05	Provisions for Uninsured Settlements		0		
506.06	Recoveries of Settlements		0		
506.08	Other Corporate Insurance		0		
506.99	Other Insurance		0		
	TOTAL	\$69,000	\$69,000	\$69,000	\$0
TAXES:					
507.00	TOTAL	\$390	\$390	\$390	
PURCHASED TRANSPORTATION:					
508.00	TOTAL	\$0	\$0		
MISCELLANEOUS:					
509.01	Dues & Subscriptions	\$1,180	\$1,180	\$1,180	
509.02	Travel & Meetings	3,300	3,300	3,300	
509.03	Bridge, Tunnel, & Highway Tolls		0		
509.04	Entertainment Expense				
509.05	Charitable Donations				
509.06	Fines & Penalties				
509.07	Bad Debt Expense				
509.08	Advertising/Promotion Media	2,310	2,310	2,310	
509.99	Other Miscellaneous Expense		0		
	TOTAL (Excluding Grey Areas)	\$6,790	\$6,790	\$6,790	\$0

PROPOSED FY 2008 BUDGET (continued)
EXPENSES

McLean County

Item	Description	AGENCY TOTAL (ALL TRANSIT)	SECTION 5311 TOTAL BUDGETED	SECTION 5311 ADMINISTRATION (Proposed)	SECTION 5311 OPERATING (Proposed)
INTEREST:					
511.01	Long Term Debt Obligation		\$0		
511.02	Short Term Debt Obligation	7,700	7,700	7,700	
	TOTAL	\$7,700	\$7,700	\$7,700	\$0
LEASES & RENTALS:					
512.01	Transit Way Structures, etc.		\$0		
512.02	Passenger Stations		0		
512.03	Passenger Parking Facilities		0		
512.04	Passenger Revenue Vehicles		0		
512.05	Service Vehicles	3,700	3,700		3,700
512.06	Operating Yards or Stations	10,750	10,750		10,750
512.07	Maintenance Facilities		0		
512.10	Data Processing Facilities		0		
512.11	Revenue Collection Facilities		0		
512.12	Other Administrative Facilities	6,480	6,480	6,480	
	TOTAL	\$20,930	\$20,930	\$6,480	\$14,450
DEPRECIATION & AMORTIZATION					
513.00	TOTAL				
CONTRIBUTED SERVICES					
530.00	TOTAL				
INELIGIBLE EXPENSES					
550.00	TOTAL				
DIRECT EXPENSE SUB-TOTAL		\$620,000	\$620,000	\$258,529	\$361,47
ICR	Indirect Cost Rate	0.00%	\$0	\$0	\$1
(Exclude grey areas from total)		AGENCY TOTAL (ALL TRANSIT)	SECTION 5311 TOTAL BUDGETED	SECTION 5311 ADMINISTRATION (Proposed)	SECTION 5311 OPERATING (Proposed)
TOTAL EXPENSES 501 - 530 & ICR		\$620,000	\$620,000	\$258,529	\$361,47

Please identify all anticipated Contracts or Services of \$10,000 or more to a single vendor.

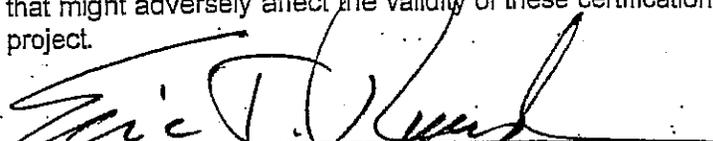
Contracts and Service Agreements	\$ Amount
Enter the anticipated contracts or services (e.g., Insurance)	\$0.00
Vehicle Insurance	\$67,000
Audit (multi year, split between grantees) yearly	\$8,800
Service Vehicle Lease (multi year-split between grantees) yearly	\$2,800

AFFIRMATION OF GRANTEE'S ATTORNEY

For McLean County (Name of Grantee)

As the undersigned legal counsel for the above named Grantee, I hereby affirm that the Grantee has authority under state and local law to make and comply with the certifications and assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the certifications and assurances have been legally made and constitute legal and binding obligations on the Grantee.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or threatened that might adversely affect the validity of these certifications and assurances, or of the performance of the project.



Grantee's Attorney

4-24-07
Date

JOINT CERTIFICATION AND ASSURANCES FOR IDOT & FTA PROGRAMS

Name of Grantee: McLean County

Name of Authorized Representative: Michael Sweeney

Relationship of Authorized Representative: McLean County Board Chair

BY ENDORSING THIS SIGNATURE PAGE, I, Michael Sweeney

declare that I am duly authorized by the Grantee to make the certifications and assurances on behalf of the Grantee and bind the Grantee to comply with them. Thus, when its authorized representative signs this document, the Grantee agrees to comply with all state and federal statutes, regulations, executive orders, and administrative guidance required for any application it makes to the Federal Transit Administration (FTA) and Illinois Department of Transportation (IDOT).

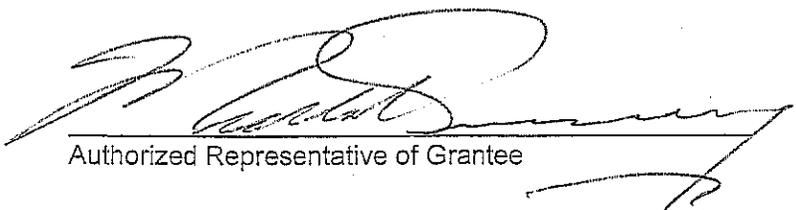
IDOT and FTA intend that the certifications and assurances apply, as required, to each project for which the Grantee seeks now, or may later seek FTA or IDOT assistance.

The Grantee affirms the truthfulness and accuracy of the certifications and assurances it has made in the statements submitted herein with this document and any other submission made to FTA or IDOT, and acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. Section 3801 *et seq.*, as implemented by U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31 apply to any certification, assurance or submission made to IDOT or FTA. The criminal fraud provisions of 18 U.S.C. Section 1001 apply to any certification, assurance, or submission made in connection with the FTA and IDOT formula assistance program for urbanized areas, and may apply to any other certification, assurance, or submission made in connection with any program administered by FTA or IDOT.

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Grantee are true and correct.

Date

5/15/07


Authorized Representative of Grantee

McLean County Board Resolution

(Revised 1/05)

Number _____

Resolution authorizing application for Public Transportation Financial Assistance under Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311).

WHEREAS, the provision of public transit service is essential to the transportation of persons in the non-urbanized area; and

WHEREAS, Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311), makes funds available to help offset certain operating deficits and administrative expenses of a system providing public transit service in non-urbanized areas; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient, including the provision by it of the local share of funds necessary to cover costs not covered by funds provided under Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF MCLEAN COUNTY:

Section 1. That an application be made to the Division of Public Transportation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311), for the purpose of off-setting a portion of the Public Transportation Program operating deficits of McLean County.

Section 2. That while participating in said operating assistance program McLean County will provide all required local matching funds.

Section 3. That the Board Chair of McLean County (or, in the Chair's absence or by the Chair's request, the Vice Chair) of McLean County is hereby authorized and directed to execute and file on behalf of McLean County such application.

Section 4. That the Board Chair of McLean County (or, in the Chair's absence or by the Chair's request, the Vice Chair) of McLean County is authorized to furnish such additional information as may be required by the Division of Public Transportation and the Federal Transit Administration in connection with the aforesaid application for said grant.

Section 5. That the Board Chair of McLean County (or, in the Chair's absence or by the Chair's request, the Vice Chair) of McLean County is hereby authorized and directed to execute and file on behalf of McLean County all required Grant Agreements with the Illinois Department of Transportation, in order to obtain grant assistance under the provisions of the Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311).

Section 6. That the Board Chair of McLean County (or, in the Chair's absence or by the Chair's request, the Vice Chair) of McLean County is hereby authorized to provide such information and to file such documents as may be required to perform the Grant Agreement and to receive the grant.

PRESENTED and ADOPTED this 15th day of May, 2007

Attest:

Approved:



Peggy Ann Milton
County Clerk
McLean County, IL



Michael Sweeney
Chair
McLean County Board

Acceptance of the Special Warranty

WHEREAS, Section 5311 of the Federal Transit Act of 1964, as amended, makes funds available to help offset certain operating deficits of a system providing public transit service in non-urbanized areas; and

WHEREAS, 49 U.S.C. § 5333(b) requires that fair and equitable arrangements must be made to protect the interests of employees affected by such assistance as a condition of receipt of funds under Section 5311; and

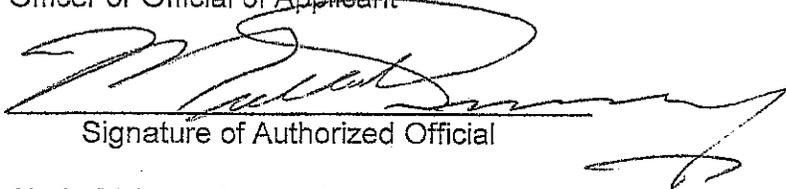
WHEREAS a simplified process for assuring employee protections that accommodates the needs of participants in the Section 5311 program has been agreed upon by the U.S. Department of Labor and the U.S. Department of Transportation by allowing execution of a Special Section 5333(b) Warranty for Section 5311 projects (Special Warranty), which the Secretary of Labor certified on May 31, 1979;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF MCLEAN COUNTY:

Section 1. That an application be made to the Division of Public Transportation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 of the Federal Transit Act of 1964, as amended.

Section 2. As a condition of the receipt of Section 5311 funds, McLean County Board hereby agrees in writing to the terms and conditions of the Special Warranty (attached) regarding fair and equitable arrangements to protect the interests of employees affected by such assistance.

PASSED by the McLean County Board on the 15th day of May, 2007.
Officer or Official of Applicant



Signature of Authorized Official

Chair, McLean County Board

Title

5/15/07
Date

Applicant's Certification Of Intent

Applicant: McLean County

Address: 104 W Front Street, POBox 2400

Bloomington, IL 61702-2400

<u>Michael Behary</u>	<u>Grantee Project Manager</u>	<u>309-888-5160</u>
Contact Person	Title	Telephone

309-888-5768

Fax Number

mike.behary@mcleancountyil.gov

E-Mail Address

The applicant hereby applies to the State of Illinois through the Illinois Department of Transportation, Division of Public Transportation for grants under Article III of the Downstate Public Transportation Act for operating and administrative assistance for public transportation service.

I hereby certify that I have reviewed this application including all attachments and information, and have found it to be true and correct.

Officer or Official of Applicant

Signature

McLean County Board Chair

Title

Date

Ordinance

ORDINANCE NUMBER _____
AN ORDINANCE TO PROVIDE FOR PUBLIC TRANSPORTATION
IN MCLEAN COUNTY, ILLINOIS

Whereby, public transportation is an essential public purpose for which public funds may be expended under Article 13, Section 7 of the Illinois Constitution; and

WHEREAS, McLean County wishes to provide public transportation for its citizens and become eligible for grants from the State of Illinois or any department or agency thereof, from any unit of local government, from the Federal government or any department or agency thereof; and

WHEREAS, Illinois Compiled Statutes 740/2-1 et seq. authorizes a county to provide for public transportation within the (county or counties) limits:

NOW, THEREFORE, BE IT ORDAINED by the President and the County Board of McLean County that

Section 1. McLean County shall hereby provide public transportation within the (county or counties) limits.

Section 2. The County Clerk of the County of McLean shall file a certified copy of this Ordinance, within sixty days after passage of this ordinance.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval, as required by law.

Section 4. That the Board Chair of McLean County (or, in the Chair's absence or by the Chair's request, the Vice Chair) of McLean County is hereby authorized and directed to execute and file on behalf of McLean County a Grant Application to the Illinois Department of Transportation.

Section 5. That the Board Chair of McLean County (or, in the Chair's absence or by the Chair's request, the Vice Chair) of McLean County is hereby authorized and directed to execute and file on behalf of McLean County all required Grant Agreements with the Illinois Department of Transportation.

ADOPTED by the County Board of McLean County on the 15th day of May, 2007, and deposited and filed in the office of the County Clerk of said County on that date.

Attest:

Approved:

Peggy Ann Milton
County Clerk
McLean County, IL

Michael Sweeney
Chair
McLean County Board

EXHIBIT J
MC LEAN COUNTY
SECTION 5311 VEHICLE INVENTORY SUMMARY

VEHICLE CONDITION CODE VEHICLE STATUS CODE
EXCELLENT ACTIVE A
GOOD RESERVE RV
FAIR OUT OF SERVICE O
POOR REPLACED RPL
INOPERABLE DISPOSED D

VIN	TITLE HOLDER OWNER	OPERATOR	BUS FLEET #	CHASSIS YEAR	CHASSIS MANUF.	VEHICLE TYPE	VEHICLE LENGTH	STATE GRANT NUMBER	FED GRANT NUMBER	Acquisition COST	Dollars OF FEDERAL Participation	DATE IN SERVICE/ PURCHASE	FTA ELIGIBLE REPLACEMENT DATE	CURRENT MILEAGE	CURRENT VEHICLE CONDITION	DATE OF LAST IDOT INSPECTION	VEHICLE STATUS
Fixed Route Vehicles:																	
Parabank Vehicles:																	
186X0612ZJK16488	Meadows/SHOW BUS	SHOW BUS	4	96	Dodge	Raised roof van	20'	CAP-95-535	IL-16-0018	\$ 33,233.00	\$ 26,585.50	10/17/96	1995	105,645	POOR	04/10/07	O
1FDXE40F3WHR91379	McLean County	SHOW BUS	15	98	Ford	Medium Duty	23.3'	CAP-98-616		\$ 55,197.00	\$ -	12/17/98	1998	148,743	FAIR	04/10/07	RPL
2B7L83129WK158253	McLean County	SHOW BUS	16	98	Dodge	Raised roof van	20'	CAP-98-616		\$ 36,417.00	\$ -	12/17/98	1998	175,473	POOR	04/10/07	RPL
296L83125YK124040	Meadows/SHOW BUS	SHOW BUS	17	2000	Dodge	Raised roof van	20'	ECMAM/LOCAL		\$ 45,000.00	\$ -	07/10/00	2000	132,083	POOR	04/10/07	A
297L83127YK168458	McLean County	SHOW BUS	18	2000	Dodge	Raised roof van	20'	CAP-00-690-ILL		\$ 37,594.00	\$ -	07/20/00	2000	101,226	FAIR	04/10/07	A
1FDXE40F1HC01202	McLean County	SHOW BUS	19	2000	Ford	Medium Duty	23.3'	CAP-00-690-ILL		\$ 54,698.00	\$ -	11/03/00	2000	151,769	FAIR	04/10/07	A
1FDXE40F1AC01227	McLean County	SHOW BUS	20	2000	Ford	Medium Duty	23.3'	CAP-00-690-ILL		\$ 54,698.00	\$ -	11/03/00	2000	105,361	FAIR	04/10/07	A
1FDXE40F22HR40538	McLean County	SHOW BUS	22	2002	Ford	Medium Duty	23.3'	CAP-02-791-CVP	IL-03-0225	\$ 52,561.00	\$ 42,049.00	01/24/03	2003	103,921	GOOD	04/10/07	A
1FDXE40F22HR40538	McLean County	SHOW BUS	23	2002	Ford	Medium Duty	23.3'	CAP-01-743-CVP	IL-03-0225	\$ 52,561.00	\$ 42,049.00	01/24/03	2003	102,589	GOOD	04/10/07	A
1FDXE40F22HR40538	McLean County	SHOW BUS	24	2003	Ford	Medium Duty	23.3'	CAP-03-855-CVP	IL-18-X018	\$ 54,404.53	\$ 43,523.63	02/20/04	2004	74,580	EXCELLENT	04/10/07	A
1FDXE40F22HR40538	McLean County	SHOW BUS	25	2003	Ford	Light Duty	20'	CAP-03-855-CVP	IL-18-X019	\$ 45,619.83	\$ 39,495.86	04/08/04	2004	72,005	EXCELLENT	04/10/07	A
1FDXE40F22HR40538	McLean County	SHOW BUS	26	2003	Ford	Medium Duty	23.3'	184 CVP		\$ 56,435.00	\$ 56,435.00	09/30/04	2004	81,788	EXCELLENT	04/10/07	A
1FDXE40F22HR40538	Meadows/SHOW BUS	SHOW BUS	27	2005	Ford	Medium Duty	23.3'	CAP-04-876-CVP	IL-18-0030	\$ 58,435.00	\$ 58,435.00	11/04/05	2005	28,046	EXCELLENT	04/10/07	A
1FDXE40F22HR40538	McLean County	SHOW BUS	28	2005	Ford	Medium Duty	23.3'	CAP-04-876-CVP	IL-18-X021	\$ 58,435.00	\$ 58,435.00	11/04/05	2005	31,375	EXCELLENT	04/10/07	A
1G8DV1375D285377	Bloomington Normal Tr.	SHOW BUS	29	2005	Chevrolet	Mint Van	16.5'					11/07/05	2005	9,787	EXCELLENT	04/10/07	A
1FDWE505XX1B50204	Meadows/SHOW BUS	SHOW BUS	30	1999	Ford	Medium Duty	23.3'					11/30/06	2006	29,945	FAIR	04/10/07	A
5309 Vehicles:																	
DISPOSED VEHICLES:																	
IFTLIS34GRR4B78592	McLean County	OPERATOR	3	94	Ford	Raised roof van	20'	CAP-94-480-ILL		\$ 35,897.00	\$ -	12/01/94	1994	SOLD	SOLD	07/21/04	SOLD
1CDK54E2P2106426	Meadows/SHOW BUS	SHOW BUS	11	83	MST	Heavy Duty	23.3'	CAP-92-401 FED	IL-16-0018	\$ 65,152.00	\$ 52,122.00	05/01/83	1983	SOLD	SOLD	02/22/05	SOLD
1FDXE40F2V4H32790	Meadows/SHOW BUS	SHOW BUS	14	97	Ford	Medium Duty	23.3'	IL-87-589 FED	IL-16-0021	\$ 52,857.00	\$ 42,125.00	07/26/97	1997	SOLD	SOLD	02/22/05	SOLD
1FDWE35157H852792	McLean County	SHOW BUS	21	2003	Ford	Light Duty	20'	CAP-02-791-CVP	IL-03-0225	\$ 44,353.00	\$ 35,482.00	12/20/02	2002	WRECKED	SOLD	01/25/07	SOLD



COPY

DEPARTMENT OF BUILDING & ZONING

(309) 888-5160 Fax (309) 888-5768 www.mcleancountyil.gov
115 E. Washington, Room M102 P.O. Box 2400 Bloomington, Illinois 61702-2400

April 23, 2007

Beyer Twin City Cab & Circle City Cab
1001 West Washington Street
Bloomington, IL 61701

RE: Opportunity to Provide Rural Public Transportation in McLean, Livingston, Ford & Iroquois Counties

Dear Transportation Provider:

McLean County applies annually to the Illinois Department of Transportation (IDOT) on behalf of the four above named counties for Section 5311 federal transit funding to help fund rural public transportation. These funds have been received since 1988 to operate rural public transportation in McLean and Livingston Counties. Ford County was added in 1989. Iroquois County was added in 1992.

SHOW BUS, which is sponsored by Meadows Mennonite Retirement Community, is currently the provider of this service. SHOW BUS offers public transportation in the four county area Monday through Friday. Service is open to wheelchair passengers as well as to those who are ambulatory.

According to Section 5311 requirements, private transportation providers in the four county area need to be informed about this service and asked if they are interested in participating in a contract for service arising from a funding agreement under the Section 5311 Rural Public Transportation Funding Assistance Program. Any provider would need to deliver all of the transportation obligations under the terms of the contract with IDOT for the four county area.

Please contact me by May 4, 2007 if you are interested in providing this public transportation or if I can be of further assistance.

Sincerely,

A handwritten signature in cursive script that reads "Mike Behary".

Mike Behary, County Planner
Grantee Project Manager

Providers List for 2008 Application

Beyer Twin City Cab & Circle City Cab
1001 West Washington Street
Bloomington, IL 61701

The ARC
700 E. Elm Street
Watseka, IL 60970

Checker Cab Inc.
1508 South Main Street
Bloomington, IL 61701

Bee Express Taxi Cab
100 N. Main Street
Pontiac, IL 61764

Dehm Bus Service
8 N. 3rd
Chatsworth, IL 60921

Ryder Student Transportation
1103½ E. Croxton Avenue
Bloomington, IL 61701

Volunteer Services of Iroquois County
1001 E. Grant Street
Watseka, IL 60970

TLC Express
334 ½ E. Baker Street
Bloomington, IL 61701

St. Mary's Hospital
111 East Spring Street
Streator, IL 61364

Wilken Bus Service
1565 N 600 E Road
Onarga, IL 60955

Willow Estates Cooperative, Inc.
RR 1 Box W-27
Beaverville, IL 60912

Red Top Cab
208 North Morris Avenue
Bloomington, IL 61701

Elegant Limousines / Bloomington Charter
112 E. Jefferson
Bloomington, IL 61701

Good Times Taxi
901 W Water Street
Pontiac, IL 61764

Dave Wenger Transportation
510 W Oak Street
Fairbury, IL 61739

Dwight Cab Service
414 S Lincoln Street
Dwight, IL 60420

Lifeline Mobile Medic Van
112 Southgate Drive
Bloomington, IL 61701

First Student
704 S McLean Street
Bloomington, IL 61701

Aaron Party Bus
1628 Commerce Parkway
Bloomington, IL 61704

Anderson Top Hat Limo
110 Main Street
Emington, IL 60934

April 24, 2007

Page - 2 -

Baker Chauffeuring
209 W Division Street
Bloomington, IL 61701

Blue Nite Limo
402 N Roosevelt Street
Bloomington, IL 61701

Cassano Limo
P.O. Box 534
Peoria, IL 61651

L&M Limo
509 Smith Lane
Dwight, IL 60420

Miss Ann's Charter
115 S Regency Drive
Bloomington, IL 61704

Gerdes Transportation
511 E Locust Street
Chatsworth, IL 60921

RE Moore & Company
1607 Visa Drive
Normal, IL 61761

YWCA Transportation
905 N Main Street
Normal, IL 61761

Sheldon Transportation Inc.
1121 N Jefferson Street
Watseka, IL 60970

Crawford Bus Systems
809 1/2 S 2nd Street
Watseka, IL 60970

Red Arrow Bus
326 E Cherry Street
Watseka, IL 60970

Dwight Cab Service
414 S Lincoln Street
Dwight, IL 60420

Futures Unlimited
210 E. Torrance Avenue
Pontiac, IL 61764

Bloomington Normal Public Transportation
104 E. Oakland Avenue
Bloomington, IL 61701

Turner Bus Service
209 1/2 S Old Route 66
Dwight, IL 60420

Big Larry Cab & Limo
490 S Schuyler Avenue
Kankakee, IL 60901

PURCHASE OF SERVICE AGREEMENT
FOR THE RURAL GENERAL PUBLIC TRANSPORTATION
under the Section 5311 Operating and Assistance program

between

McLean County

and

Meadows Mennonite Retirement Community

d / b / a SHOW BUS

Contract Number _____

State Fiscal Year 2008

TABLE OF CONTENTS

<u>Item Number</u>	<u>Title</u>	<u>Beginning on Page</u>
1	DEFINITIONS	1
2	THE PROJECT SCOPE	2
3	AMOUNT OF GRANT	2
4	DOCUMENTS FORMING THIS AGREEMENT	2
5	ILLINOIS GRANT FUNDS RECOVERY ACT	2
6	ACCOMPLISHMENT OF THE PROJECT	3
7	CONTINUANCE OF SERVICE	4
8	USE OF FACILITIES	4
9	ETHICS	5
10	THE PROJECT BUDGET	5
11	ACCOUNTING RECORDS	6
12	REQUISITIONS AND PAYMENTS	8
13	RIGHT OF GRANTEE TO TERMINATE	9
14	PROJECT SETTLEMENT AND CLOSE-OUT	9
15	PROVIDER'S WARRANTIES	9
16	CONTRACTS OF THE PROVIDER	9
17	COMPETITIVE BIDDING	10
18	THIRD PARTY CONTRACT CHANGES	10
19	PRE-BID REVIEW	10
20	ASSIGNMENT OF AGREEMENT	10
21	INDEMNIFICATION AND INSURANCE	10
22	NON-WAIVER	11
23	NON-COLLUSION	11
24	INDEPENDENCE OF PROVIDER	11
25	LABOR LAW COMPLIANCE	11

TABLE OF CONTENTS (cont'd)

<u>Item Number</u>	<u>Title</u>	<u>Beginning on Page</u>
26	EQUAL EMPLOYMENT OPPORTUNITY AND FAIR EMPLOYMENT PRACTICES	12
27	PAYMENT WITHHOLDING, DELAY, TERMINATION, AND RECALL	14
28	SEVERABILITY	15
29	PATENT RIGHTS	15
30	AMENDMENT	15
31	TITLES	15
32	SCHOOL BUS OPERATIONS	15
33	NON-CONSTRUCTION CONTRACTS	15
34	SUBSTANCE ABUSE	16
35	PREFERENCE FOR RECYCLED PRODUCTS	16
36	DEBARMENT AND SUSPENSION	16
37	ENVIRONMENTAL, RESOURCE CONSERVATION, AND ENERGY REQUIREMENTS	16
38	CHARTER SERVICE OPERATIONS	18
39	PRIVACY	18
<u>Exhibic A - Final Approved Service Plan</u>		
<u>Exhibic B - Approved Project Budget</u>		
<u>Exhibic C - Drug-free Workplace Certification</u>		
<u>Exhibic D - Special Provisions to the Agreement</u>		

This Agreement is made by and between McLean County (hereinafter referred to as "Grantee") and MMRC d/b/a SHOW BUS (hereinafter referred to as the "Provider" which term shall include its successors and assigns).

WHEREAS, the Grantee proposes to provide public transportation services in a non-urbanized area of Illinois (herein referred to as the Project);

WHEREAS, the Grantee has applied under the Section 5311 of the Federal Transit Act, as amended, (49 USC App 1614), to the Illinois Department of Transportation (hereinafter "IDOT") for operating and administrative assistance for this Project;

WHEREAS, the Grantee's application has been approved by IDOT;

WHEREAS, the Grantee has made application under the provisions of Illinois Combined Statutes 20 ILCS 2705/49 et seq., paragraph 30 ILCS 415/2 et seq. (1992 State Bar Edition), herein referred to as the "Acts";

WHEREAS, the Provider has been selected by the Grantee to provide public transportation services;

WHEREAS, such application has been approved by IDOT; and

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, this Agreement is made to provide for the provision of service, to set forth the terms and conditions upon which the financial assistance will be made available, and to set forth the Agreement of the Parties as to the manner to which the Project will be undertaken, completed and used.

ITEM 1 - DEFINITIONS

As used in this Agreement:

- (a) "Grantee" means the McLean County
- (b) "IDOT" means the Illinois Department of Transportation, Division of Public Transportation.
- (c) "FTA" means the Federal Transit Administration of the United States Grantee of Transportation.
- (d) "Government" means the government of the United States of America.
- (e) "Provider" means a provider of transit service participating in the Section 5311 program and supplying transportation services for the Project under contract to the Grantee.
- (f) "Project Costs" means the sum of eligible costs incurred by the Provider and/or its Operator(s) in performing the Project.
- (g) "USDOT" means the United States Department of Transportation

ITEM 2 - PROJECT SCOPE

The Provider agrees to provide the public transportation services described in the Grantee's Final Approved Application and Service Plan on file at the IDOT offices. Provider's Service Plan is incorporated into this Agreement as Exhibit A, and made a part hereof. Provider shall not reduce, terminate, or substantially change such public transportation without the prior written approval of the Grantee.

ITEM 3 - AMOUNT OF CONTRACT

Under the Section 5311 program administered by IDOT, the Grantee may make payments for up to 50% of the Provider's eligible operating deficit and up to 80% of the eligible administrative expenses incurred by the Provider during the fiscal year 1995 in the provision of public transportation services approved by the Grantee. In no event shall the Provider's payment under this Agreement exceed the total funding available for the Project Costs. Total funding for the Project Costs is \$ 321,756.00.

The Provider agrees that it will provide, or cause to be provided, from sources other than funds provided under Section 5311 of the Federal Transit Act, as amended, sufficient funds to meet the non-IDOT portion of the operating deficit and administrative expenses.

ITEM 4 - DOCUMENTS FORMING THIS AGREEMENT

The Parties agree that this constitutes the entire Agreement between the Parties hereto, that there are no agreements or understandings, implied or expressed, except as specifically set forth in the Agreement and that all prior arrangements and understandings in the connection are merged into and contained in this Agreement.

The Parties hereto further agree that this Agreement consists of this Part, entitled "Purchase of Service Agreement for Rural General Public Transportation", together with Exhibit A, entitled "Provider's Application," Exhibit B, entitled "Approved Project Budget," and Exhibit C, entitled "State of Illinois Drug Free Workplace Certification," all of which are by this reference specifically incorporated herein.

ITEM 5 - ILLINOIS GRANT FUNDS RECOVERY ACT

This Agreement is subject to the Illinois Grant Funds Recovery Act, 20 ILCS 705/1. This Agreement is valid until June 30, 2007 and grant funds are available to Provider and may be expended by Provider until said date unless the Grantee, at its discretion, grants an extension of time. Any funds which are not expended or legally obligated by the Provider at the end of the agreement or by the expiration of the period of time funds are available for expenditure or obligation, whichever is earlier, shall be returned to the Grantee within 45 days. Project close-out shall be in accordance with ITEM 14 of this Agreement.

This ITEM is subject to further revision at the sole determination and discretion of the Grantee.

ITEM 6 - ACCOMPLISHMENT OF THE PROJECT

- a. General Requirements - The Provider shall commence, carry on, and complete the Project with all practicable dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions hereof, the Service Plan, and all applicable laws and Grantee guidelines.
- b. Pursuant to Federal, State, and Local Law - In performance of its obligations pursuant to this Agreement, the Provider and its contractors shall comply with all applicable provisions of Federal, State and local law. All limits and standards set forth in this Agreement to be observed in the performance of the Project are minimum requirements and shall not affect the application of more restrictive local standards to the performance of the Project.

The Provider agrees that the most recent of such Federal and State requirements will govern the administration of this Agreement at any particular time, except if there is sufficient evidence in the Agreement of a contrary intent. Such contrary intent might be evidenced by a letter signed by either IDOT or FTA, the language of which modifies or otherwise conditions the text of a particular provision of this Agreement. Likewise, new Federal and State laws, regulations, policies and administrative practices may be established after the date the Agreement has been executed and may apply to this Agreement. To achieve compliance with changing Federal and State requirements, the Provider agrees to include in all third party contracts financed with Government (FTA & IDOT) assistance specific notice that Federal and State requirements may change and the changed requirements will apply to the project as required.
- c. Project Funds - The Provider shall initiate and prosecute to completion all proceedings necessary to enable the Provider to provide its share of the Project costs at or prior to the time that such funds are needed to meet Project costs.
- d. Changed Conditions Affecting Performance - The Provider shall immediately notify the Grantee of any change in conditions or local law, or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this contract.
- e. No Government Obligations to Third Parties - The Grantee shall not be subject to any obligations or liabilities by contractors of the Provider or their subcontractors or any other person not a party to this contract in connection with the performance of this Project pursuant to the provisions of this Agreement without its specific written consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

ITEM 7 - CONTINUANCE OF SERVICE

The Provider agrees to use its best efforts to continue to provide, either directly or by contract, as the case may be, the service described in the Provider's Final Approved Service Plan. No reduction or termination of such service shall be made without compliance with all applicable statutory and regulatory provisions. At least 30 days prior to (a) any reduction or termination of such service or (b) the filing of a request for such reduction or termination with the appropriate regulatory agency, whichever comes first, the Provider shall give written notice of the proposed action to the Grantee and all units of local government within the Provider's service area.

ITEM 8 - USE OF FACILITIES

The Provider agrees that the Project facilities will be used for the provision of transportation service within the Grantee's service area substantially as described in the Provider's Final Approved Service Plan. Such facilities shall be used in the provision of said service during the effective period of this Agreement in accordance with generally accepted accounting principles and IDOT, FTA and Grantee guidelines. If, during such period, such facilities are not used for transportation service at the initiative of the Provider, the Provider shall immediately notify the Grantee.

The Provider shall keep satisfactory records with regard to the use of the facilities and submit to the Grantee upon request such information as is required in order to assure compliance with this Section and shall immediately notify the Grantee in all cases where Project facilities are used in a manner substantially different from that described in the Final Approved Service Plan. The Provider shall maintain in amount and form satisfactory to the Grantee such insurance or self-insurance as will be adequate to protect Project facilities throughout the period of required use. The Provider shall also submit at the request of the Grantee, upon forms provided by IDOT, a certification that the Project facilities are being used in accordance with the terms of this ITEM.

Encumbrance of Project Property.

- (a) Unless expressly authorized in writing by the IDOT, the Provider agrees to refrain from:
- (1) Executing any transfer of title, lease, lien, pledge, mortgage, encumbrance, contract, grant anticipation note, alienation, or other obligation that in any way would affect the Grantee interest in any Project real property or equipment; or
 - (2) Obligating itself in any manner to any third party with respect to Project real property or equipment.
- (b) The Provider agrees to refrain from taking any action or acting in a manner that would adversely affect the Grantee interest or impair the Provider's continuing control over the use of Project real property or equipment.

ITEM 38 - CHARTER SERVICE OPERATIONS

The provider may not engage in charter service operations except as provided under Section 3(f) of the Federal Transit Act, as amended, 49 U.S.C. app. Section 1602 (f), and FTA regulations "Charter Service," 49 C.F.R. Part 604. Any charter service agreement entered into under these regulations is incorporated into this Agreement by reference.

ITEM 39 - PRIVACY

Should the Provider, or any of its subcontractors, or their employees, administer any system of records on behalf of the Federal Government, the Privacy Act of 1974 (The Act), 5 U.S.C. Section 552a, imposes information restrictions on the party managing the system of records.

ITEM 40 - MATCHING FUNDS

It is hereby expressly agreed by the Provider that it will cause to be provided all matching funds required of the Grantee in the Grantee's "Non-Urbanized Area Transportation Project Agreement for Operating Assistance" entered into with the State of Illinois.

ITEM 41 - FUNDING DELAY

It is hereby expressly agreed between the parties that if any delay occurs in providing Federal or State funding to the Provider, there is absolutely no obligation on the part of the Grantee to fund Provider's program hereunder. That if the "Non-Urbanized Area Transportation Project Agreement for Operating Assistance" entered into by and between the Grantee and the State of Illinois is terminated, then this agreement is immediately null and void. Further, if there is any delay in funding from the aforesaid agreement, Grantee and Provider may, by mutual written consent, agree to suspend services contemplated hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be made effective and executed as of the 1st day of July, 2007, by their respective duly authorized officials.

Provider's Name & Address

Grantee's Name & Address

Meadows Mennonite Home
d/b/a SHOWBUS, R.R. 1
Chenoa, IL 61726

McLean County Board
115 E. Washington Street
Bloomington, IL 61702-2400

By: Robert O. Beitzche
Chief Executive Officer

By: [Signature]
Michael Sweeney,
County Board Chairman

Attest:

[Signature]
Peggy Ann Milton, County Clerk
Board of McLean County, Illinois



McLean County

INTER-OFFICE COMMUNICATION
DEPARTMENT OF BUILDING AND ZONING
Phone: 888-5160

TO: Chairman Matt Sorensen and Finance Committee
FROM: ^{mjb} Mike Behary, County Planner
DATE: April 24, 2007
RE: SHOW BUS Items

The attached are key sections of the application and the purchase of service agreement that are similar to the ones presented last year. SHOWBUS provides rural public transportation for McLean, Livingston, Ford, and Iroquois counties. SHOWBUS is applying for \$321,756.00 of federal funds for rural public transportation in all four counties. Please see the complete documents at the Department of Building and Zoning.

- 1) **Section 5311 – Operating Assistance Application for Fiscal Year 2008:** This application is with the Illinois Department of Transportation and coincides with their fiscal year.
- 2) **Purchase of Service Agreement:** This is an agreement between McLean County and SHOW BUS that is similar to the one now in effect.

Laura Dick the Director of SHOW BUS and I will be present at the May 1st Finance Committee meeting to answer any questions or concerns. Please call me if I can be of further assistance.

Members Sorensen/Moss moved the County Board approve Requests for Approval of State Fiscal Year 2008 Section 5311 Non-Metro Public Transportation Operating Assistance Grant Application and Purchase of Service Agreement between McLean County and Meadows Mennonite Retirement Community d/b/a Show Bus – Building and Zoning. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

MCLEAN COUNTY REVISED CODE BUDGET POLICY RESOLUTION

CHAPTER 12 - BUDGET

**RESOLUTION ESTABLISHING THE BUDGET POLICY
FOR FISCAL YEAR 2008**

WHEREAS, the *Rules of the County Board* provide that the Finance Committee exercise continuous review of revenues and expenditures and identify new or alternative revenue sources for the County; and

WHEREAS, the *Rules of the County Board* provide that the Executive Committee recommend each year to the County Board a Budget Policy for the preparation of the annual budget; and

WHEREAS, the Executive Committee has determined that the annual budget be considered as a policy document, an operations guide, the County financial plan, and an avenue of communications; and

WHEREAS, the Executive Committee has determined that, in order to achieve this end in all County programs, a three year budget be developed beyond the next subsequent Budget; and,

WHEREAS, based on the receipt of revenues anticipated for the next fiscal year and the need for careful study of both revenues and expenditures for the period 2009-2011, the Executive Committee recommended certain budget policies be adopted for Fiscal Year 2008; now, therefore,

BE IT RESOLVED by the County Board of McLean County, Illinois, that the following policies are hereby adopted and applied to all McLean County offices and departments for the submission, review and preparation of the Fiscal Year 2008 Budget and the proposed Three Year Budget.

12.21 COUNTY SERVICES

12.21-1 New Services shall be considered in the following order of priority:

- (A) State or federal law specifically mandates such action and imposes penalties on County government for failure to provide such services; or
- (B) The Oversight Committee and the Executive Committee recommend and the County Board approves the proposed new services and/or implementation of certain changes based upon analysis of existing programs, processes, and procedures.

12.22 REVENUE

12.22-1 Property Tax and Other Revenue

- (A) Real property taxes and all other 2008 revenues shall be sufficient to meet required expenditures for Fiscal Year 2008, with the following recommendation:

When preparing the Recommended Budget for Fiscal Year 2008, the County Administrator shall make every effort to hold the 2007 County overall property tax rate as close to the 2006 County overall property tax rate as possible.

12.22-2 User Fees and Charges

- (A) Every effort shall be made to identify and/or establish appropriate user fees for charges, as authorized by State law, for appropriate public services as recommended in the Fiscal Year 2008 Budget.

12.22-3 Intergovernmental Revenue

- (A) There shall be no new categorical grant programs considered in Fiscal Year 2008 that establish ongoing County funding obligations.
- (B) Each categorical grant which decreases in Fiscal Year 2008, thereby possibly increasing County funding obligations, shall be clearly identified so that the Oversight Committee and the Executive Committee may evaluate whether the present expenditure level should be maintained and/or increased.
- (C) Recognizing the unpredictability of future estimates of both revenues and expenditures, it is acknowledged that the proposed budget for Fiscal Year 2009, Fiscal Year 2010, and Fiscal Year 2011 may not reflect a balanced budget. Adjustments will be made to all projected future budgets, as any such estimated year becomes the next subsequent year for budgeting purposes.

12.22-4 Enterprise Fund - Nursing Home

- (A) Pursuant to the Resolution adopted by the McLean County Board on April 18, 1995, the private pay rate for the McLean County Nursing Home shall be calculated by dividing the annual operating budget by the number of patient days.

12.23 FUND BALANCES**12.23-1 Fund Balances**

- (A) Recognizing the need for the County to maintain a sufficient unencumbered fund balance to meet necessary operating expenditures during the first five months of the fiscal year and to maintain fiscal stability, the County Board shall make every effort to maintain in the Corporate General Fund an unencumbered fund balance equal to 10% of the County's total Combined Annual Budget and Appropriation Ordinance.
- (B) Upon approval by the County Board, the aggregate amount of the unencumbered fund balance in the Corporate General Fund and the Working Cash Fund shall be available for transfer to other Special Revenue Funds, Fiduciary Funds and the Enterprise Fund in order to meet necessary operating expenditures during the first five months of the fiscal year and to maintain the fiscal stability of the Special Revenue Funds, Fiduciary Funds and Enterprise Fund.
- (C) If the unencumbered fund balance in the Corporate General Fund exceeds the recommended minimum level of not less than 10% of the County's total Combined Annual Budget and Appropriation Ordinance, after review of the audited accrued fund balance as reported in the Outside Auditor's Comprehensive Annual Financial Report for the prior fiscal year, and upon approval of the County Board at the regular meeting in June and/or July, these excess funds may be appropriated for specific capital improvement projects, including necessary repairs and improvements to County buildings and the Old Courthouse that houses the McLean County Museum of History, and for the annual debt service payment due to the Public Building Commission.
- (D) In the Special Revenue Funds, every effort shall be made to keep the year-end unencumbered fund balance at a minimum level taking into account the need for Working Cash.
- (E) In accordance with the provisions of the Downstate Working Cash Fund Act (55 ILCS 5/6-29001 - 29007), a Working Cash Fund line-item account may be established in the General Fund and the Special Revenue Funds where needed. Monies appropriated in this line-item account shall be transferred to the Working Cash Fund by action of the County Board.

(4)

- (F) In order to protect the long term viability of the Employee (Health) Benefit Fund, rate schedules for employees and the per capita cost assessed to each department shall provide sufficient funding to pay 100% of the expected claims' cost and/or the premium cost for the County's Employee Health Benefit Plan.

12.24 CONTINGENCY

12.24-1 Contingency

- (A) Upon the recommendation of the County Administrator, a contingency line-item account, not to exceed five percent (5%) of the total appropriations in each fund, may be established in each fund in the Fiscal Year 2008 Budget to cover emergencies and unanticipated expenditures.
- (B) The Executive Committee shall make recommendations for approval by the County Board on all transfers from the Contingency line-item account. The Contingency line-item account in each fund shall only be used as a transfer account.

12.25 CAPITAL IMPROVEMENTS AND CAPITAL EQUIPMENT PURCHASES

12.25-1 Capital Improvements

- (A) Recognizing the need for the County to plan for future capital improvement projects and the replacement of depreciated capital fixed assets, there shall be established as a part of the Fiscal Year 2008 Budget a Five-Year Capital Improvement Budget.
- (B) The County Administrator shall prepare the recommended Five-Year Capital Improvement Budget for review and approval by the Oversight Committees and County Board.
- (C) To establish and fund the Capital Improvement Budget, the County Board shall appropriate monies from the unencumbered fund balance of the Corporate General Fund and such other Special Revenue Funds as appropriate.

12.25-2 Capital Equipment Purchases

- (A) Recognizing the need for the County to purchase capital equipment in a cost effective and efficient manner, the purchase of the following capital

(5)

equipment items shall be consolidated in a single Countywide bid document:

- (1) Purchase of Furnishings/Office Equipment;
 - (2) Lease/Purchase of Office Equipment;
 - (3) Purchase of Computer Equipment;
 - (4) Lease/Purchase of Computer Equipment;
 - (5) Purchase of Computer Software;
- (B) Within the General Corporate Fund, the annual appropriation for the Purchase of Vehicles shall be consolidated in one line-item account in a Fleet/Vehicle Program in the departmental budget of the County Board. All County offices and departments within the General Corporate Fund shall be required to submit budget requests for the Purchase of Vehicles to the County Board.

Upon the approval and adoption of the Annual Budget, the County Board shall prepare one consolidated Bid Document for the purchase of all vehicles in the General Corporate Fund.

12.26 ADMINISTRATIVE FEES FOR SPECIAL REVENUE FUNDS

12.26-1 Administrative Fees for Special Revenue Funds

- (A) Administrative service fees or surcharges for central services (e.g. data processing, payroll, accounting, personnel, budgeting, records management) which are provided by County Offices/Departments in the General Fund shall be assessed to the Special Revenue funds.

12.27 PERSONNEL

12.27-1 Staffing Levels

- (A) Departmental staffing shall be identified in the proposed Fiscal Year 2008 Budget and shall be approved by each Oversight Committee and the Executive Committee, prior to final action by the County Board.

12.27-2 Employee Compensation

- (A) The needs of the County to attract and retain qualified employees require that employee salaries be budgeted in accordance with the County's Personnel Policies and Procedures Ordinance.

(6)

- (B) Principles of equity vis-a-vis the approved contract increases for bargaining units in Fiscal Year 2008, the general impact of inflation and employee morale shall be considered in determining any increases in compensation.
- (C) The County's General Compensation Plan for Non-Union Employees, adopted by the County Board on May 16, 2000 and last amended on December 19, 2006, shall govern the preparation of the Fiscal Year 2008 Budget.
- (D) Employees who are not regularly scheduled may receive an increase if the department so requests, in accordance with Schedule A, the Calendar for Preparation of the Fiscal Year 2008 Budget, and the County Administrator's Office agrees with this request. Such requests shall be subject to the review and approval of the Finance Committee.
- (E) Employees who occupy exempt positions, as identified in the document entitled Position Classification and Pay Ranges for Fiscal Year 2007, adopted by the County Board on December 19, 2006, are considered salaried employees and thereby not entitled to additional compensation. The Treasurer shall deny any request for additional pay for an exempt employee without the specific approval of the Finance Committee.
- (F) The Oversight Committee for all personnel actions which impact on the County's Position Classification Schedules and Compensation System policies, such as reclassifications, salary re-grades, and the creation of new position classifications, shall be the Finance Committee. During the review and consideration of the Fiscal Year 2008 Budget, the Oversight Committee for all other personnel actions, such as the number of employees budgeted within an existing position classification, shall be that department's regular Oversight Committee.
- (G) All requests for new positions shall be submitted in writing, using the New Position Request Form, to the Office of the County Administrator for evaluation and review. The Office of the County Administrator shall be responsible for reviewing and analyzing the request and the rationale of the department head, and recommending to the appropriate Oversight Committee and then to the Executive Committee that:
 - (1) the request be approved and the reasons/justification for approval; or
 - (2) the request be denied and the reasons/justifications for denial at this time.

(7)

- (H) Requests for reclassifications of current positions shall be submitted in writing, using the Position Reclassification Form, to the Office of the County Administrator for evaluation and review. The Office of the County Administrator shall be responsible for reviewing and analyzing the request and the rationale of the department head, and recommending to the appropriate Oversight Committee and then to the Executive Committee that:
- (1) the request be approved and the reasons/justification for approval; or
 - (2) the request be denied and the reasons/justifications for denial at this time.
- (I) All requests for reclassification of current positions and/or salary regrade(s) shall be reviewed using the Position Appraisal Method (PAM) factors and methodology employed by Public Administration Service, Inc. (PAS) during their comprehensive study of the County's position classification system.
- (J) Any position which has been reclassified or has received a salary regrade during the Fiscal Year 2007 budget preparation cycle shall not be considered for reclassification or salary regrade during the Fiscal Year 2008 budget preparation cycle.
- (K) This policy shall also apply to any requests for new positions submitted at any time during the fiscal year. All such requests shall be reviewed by the Finance Committee prior to being recommended to the Executive Committee and the County Board.

12.28 COMPLIANCE WITH BUDGET PROCEDURES

- (A) All County offices and departments shall prepare and submit their Fiscal Year 2008 Budget requests in accordance with the Fiscal Year 2008 Budget Calendar (see Schedule A attached).
- (B) At any identified deadline, failure to provide the required data will result in a computer generated budget for that incomplete section(s), which will represent Fiscal Year 2007 budgeted expenditures/revenues less any known non-recurring expenditures.

12.29 FISCAL YEAR 2008 BUDGET ADOPTION

- (A) Pursuant to the *Rules of the McLean County Board*, the Executive Committee shall submit the Fiscal Year 2008 Budget to the County Board

(8)

for adoption in accordance with the budget calendar.

- (B) In order to facilitate Committee deliberations, each Oversight Committee shall receive the complete proposed budget, including all departments and all funds, and any additional fiscal information deemed necessary and appropriate for budget review.

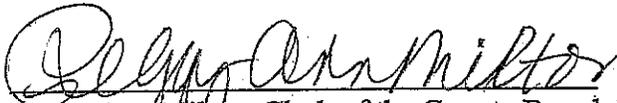
12.30 EFFECTIVE DATE AND REPEAL

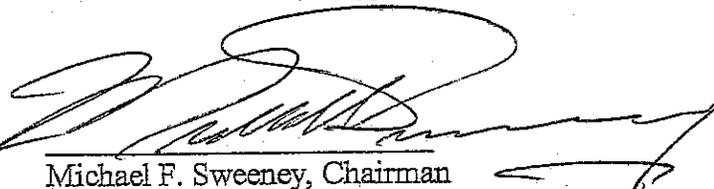
- (A) This resolution shall supersede the Fiscal Year 2007 Budget Policy Resolution.

ADOPTED by the County Board of McLean County, Illinois, this 15th day of May, 2007.

ATTEST:

APPROVED:


Peggy Ann Milton, Clerk of the County Board
McLean County, Illinois


Michael F. Sweeney, Chairman
McLean County Board

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SCHEDULE A

CALENDAR FOR PREPARATION OF THE
FISCAL YEAR 2008 BUDGET,
FIVE YEAR CAPITAL IMPROVEMENT BUDGET,
AND RECOMMENDED THREE YEAR BUDGET

<u>MONTH/DATE</u>	<u>ACTIVITY TO BE COMPLETED</u>
May 15, 2007	County Board approves and adopts the Resolution Establishing the Budget Policy for Fiscal Year 2008
June 1, 2007	Department Head Meeting with Administrator - Distribution of Fiscal Year 2008 Budget Manual of Instructions
June 5-7, 2007	<p>Training Meetings scheduled with Information Services staff for departmental personnel who will be entering budget requests into the computer.</p> <p>Departments should review the Fiscal Year 2008 Budget Manual of Instructions and bring questions along with departmental budget worksheets to the training meetings.</p> <p>PLEASE NOTE: Information Services will schedule individual department training sessions. Please call Information Services at ext. 5109 to schedule an appointment or use the departmental sign-up sheet.</p>
June 11, 2007	Departments begin entering and revising Fiscal Year 2008 budget data, Five-Year Capital Improvement Budget, and the Recommended Three-Year Budget.
June 29, 2007	<p>New Position(s) Requests and Justification for New Position(s) completed and submitted to the Administrator's Office.</p> <p>PLEASE NOTE: Department personnel will NOT enter Personnel expenses (500 series line-item accounts) into the computer. The Assistant County Administrator will enter all Personnel expenses (500 series line-item accounts). Departments must submit Personnel budget requests to the Administrator's Office by June 29, 2007.</p>

(2)

MONTH/DATE

ACTIVITY TO BE COMPLETED

July 10, 2007

Personnel expenses (500 series line-item accounts) will be entered into the computer by July 20, 2007 and transmitted to the departments during the week of July 23, 2007.

Department Narrative Description, Program Objectives completed.

Revenue (400 series line-item accounts) completed and entered into computer.

Materials and Supplies (600 series line-item accounts) completed and entered into computer.

Contractual Expenses (700 series line-item accounts) completed and entered into computer.

Capital Outlay (800 series line-item accounts) completed and entered into computer.

Recommended Three Year Budget for Fiscal Year 2009, Fiscal Year 2010, and Fiscal Year 2011 completed and entered into computer.

Five Year Capital Improvement Budget completed and submitted to the Administrator's Office.

July 11, 2007

Budget Data Entry System locked by Information Services. All Fiscal Year 2008 Budget data and Recommended Three Year Budget data should be completed and entered.

July 30, 2007
through
August 22, 2007

County Administrator reviews the departmental budget requests and meets with department heads to discuss their budget requests.

September 7, 2007

County Administrator advises departments of revenue/expenditure status.

(3)

MONTH/DATE

ACTIVITY TO BE COMPLETED

September 18, 2007

Recommended Fiscal Year 2008 Budget presented to the County Board.

September 19, 2007
through
November 8, 2007

Oversight Committees and Executive Committee review the Recommended Budget.

November 13, 2007

Review of Fiscal Year 2008 Recommended Budget, including all Oversight Committee recommendations, by the Executive Committee.

November 20, 2007

County Board approves and adopts Fiscal Year 2008 Combined Annual Budget and Appropriation Ordinance, 2007 Property Tax Levy Ordinance, and Amendment to the Full-Time Equivalent Positions Resolution for Fiscal Year 2008.

December 28, 2007

Fiscal Year 2008 Adopted Budget entered to create the Auditor's and Treasurer's record for the new fiscal year.

Members Sorensen/Owens moved the County Board approve a Request for Approval of the Resolution Establishing the Budget Policy for Fiscal Year 2008 – County Administrator's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen stated the following: the General Report is located on pages 227-237.

REPORT OF THE COUNTY ADMINISTRATOR:

Mr. Zeunik stated the following: I have one item of information for the Board Members. We had originally planned to have another public meeting for the Eastside Highway Study group scheduled for next week at Normal Community High School. Last Friday, we learned that because some of the transportation modeling data is not complete we will look at rescheduling that meeting to sometime in June. The purpose and need of that meeting was to begin addressing the purpose and need of the facility and without the transportation modeling data it is difficult to engage the various groups that have been attending the meeting.

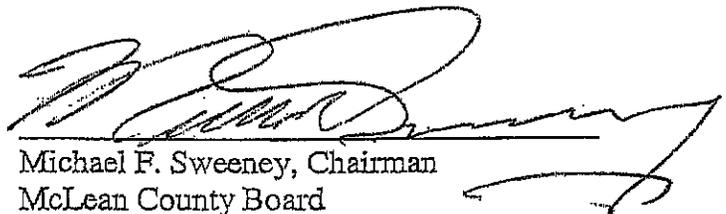
The McLean County Auditor presented the following and recommends it for payment:

MCLEAN COUNTY BOARD COMPOSITE

April 30, 2007

2007 Budget Expenditures

COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive		\$310,866.60	\$310,866.60
Finance		\$695,531.60	\$695,531.60
Human Services		\$476,338.31	\$476,338.31
Justice		\$2,148,180.49	\$2,148,180.49
Land Use		\$21,509.78	\$21,509.78
Property		\$442,638.77	\$442,638.77
Transportation		\$384,075.66	\$384,075.66
Health Board		\$591,003.36	\$591,003.36
Disability Board		\$48,942.71	\$48,942.71
T. B. Board		\$36,204.93	\$36,204.93
Total		\$5,155,292.21	\$5,155,292.21


Michael F. Sweeney, Chairman
McLean County Board

Members Cavallini/Owens moved the County Board approve the bills as presented, cast unanimous ballot, and authorize Chairman Sweeney to sign them. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Members Gordon/Renner moved for adjournment until June 19, 2007 at 9:00 a.m., in Government Center, Room 400, Bloomington, Illinois. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Time: 9:25 a.m.

Michael Sweeney
County Board Chairman



PeggyAnn Milton
County Board Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF McLEAN)

I, PeggyAnn Milton, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true, and correct copy of the proceedings had by the McLean County Board at a meeting held on the 15th day of May, 2007, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 14th day of June, 2007.



PeggyAnn Milton
McLean County Clerk